

ANNEXURES

PART 2

COUNCIL MEETING

30 JANUARY 2024

SWELLENDAM MUNICIPALITY



DIRECTORATE: FINANCIAL SERVICES

SUPPLY CHAIN MANAGEMENT

**2nd QUARTER IMPLEMENTATION REPORT FOR THE
2023/2024 FINANCIAL YEAR**

31 December 2023

INDEX

The scope of the implementation review will include the following:

1. Introduction
 2. Policy
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 7. The Bid Committee System
 8. Deviations
 9. Awards to Close Family Members of Persons in the Service of the State
 10. Awards to persons in the service of the state
 11. Reports above R100,000 as submitted to National Treasury
 12. Logistics, Disposal and Risk Management
 13. Recommendation
-

1. INTRODUCTION

This report is a summary of the implementation of the Supply Chain Management Policy as adopted by Council and highlights the implementation of Supply Chain Management in Swellendam Municipality. It is required by regulation 6(3) of the Supply Chain Management Regulations that the Accounting Officer submits a quarterly report on the implementation of Supply Chain Management to the Mayor to give effect to his oversight role. Following is a summary of the Supply Chain Management Implementation Report for the 2nd quarter in terms of the 2023/2024 financial year of Swellendam Municipality:

2. POLICY

The new SCM policy was reviewed and adopted by Council on 31 May 2023 and incorporates the latest SCM prescripts, as required by paragraph 3 of the SCM Regulations. The SCM Policy and Preferential Procurement Policy need to be revised during quarter 3 due to after effect guidelines issued by National Treasury as well as amendments to the SCM regulations issued on 14 December 2023.

3. DELEGATIONS

SCM delegations are in place. The purpose of such delegations is to maximise administrative and operational efficiency and also provide adequate checks and balances in the municipality's Supply Chain Management function. The delegations were reviewed and approved by the MM on 30 June 2023.

4. ORGANISATIONAL STRUCTURE

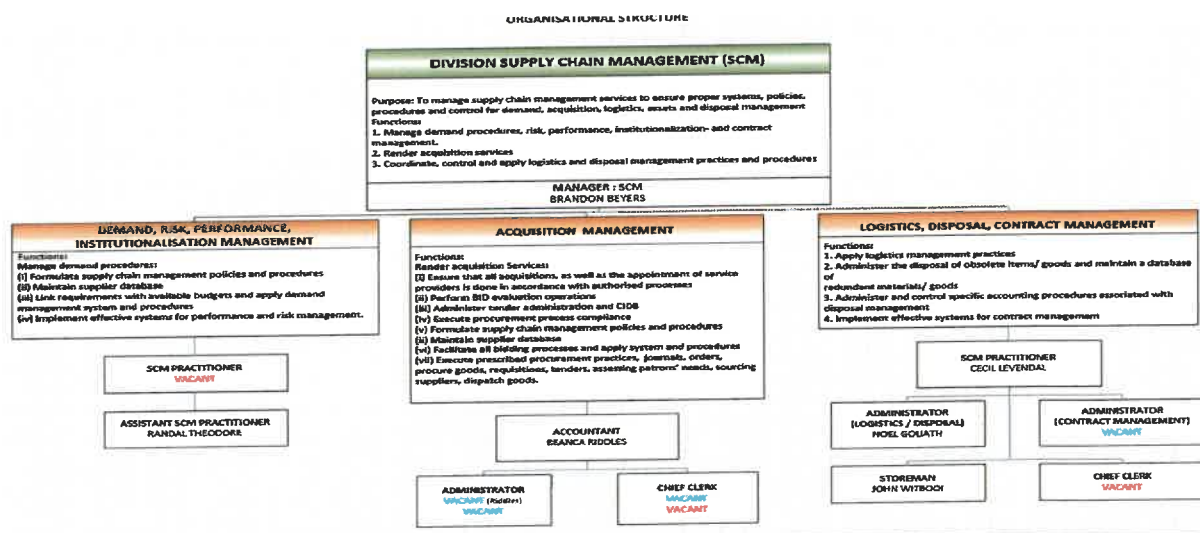
In terms of Paragraph 7 of the Municipal Supply Chain Management Regulations (MSCMR), the municipality must establish a Supply Chain Management Unit (SCMU) to implement its supply chain management policy. The SCMU must operate under the direct supervision of the Chief Financial Officer (CFO) or may be delegated to an official in terms of Section 82 of the MFMA.

A new organisational structure was approved as follows by Council:

Seven posts were vacant during the financial year of which four new appointments were made during June 2023.

The following new appointments were made:

Name	Position	Start date
Keanan Juries	Chief Clerk Acquisition	01 July 2023
Lee-Zay Michaels	Administrator: Contracts	01 July 2023
Jason Scholtz	Administrator: Acquisition	01 July 2023
Lusanda Siyeka	Administrator: Acquisition	01 August 2023

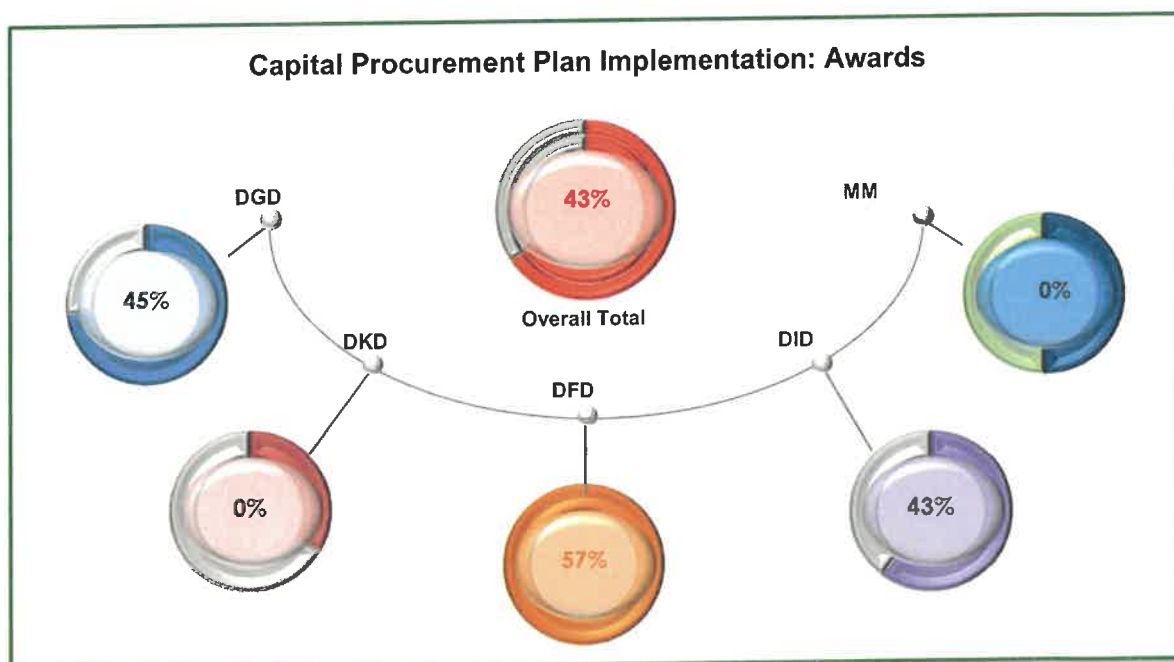


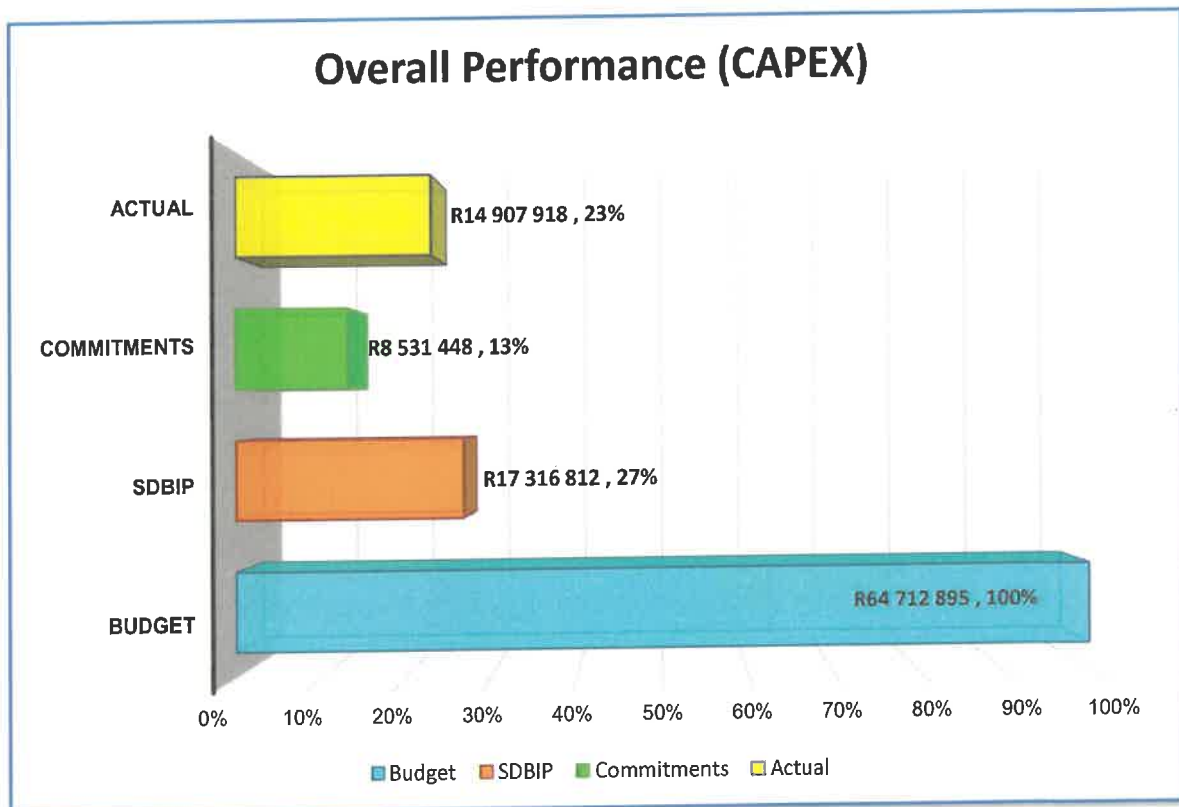
5. DEMAND MANAGEMENT

Preferred Suppliers Database

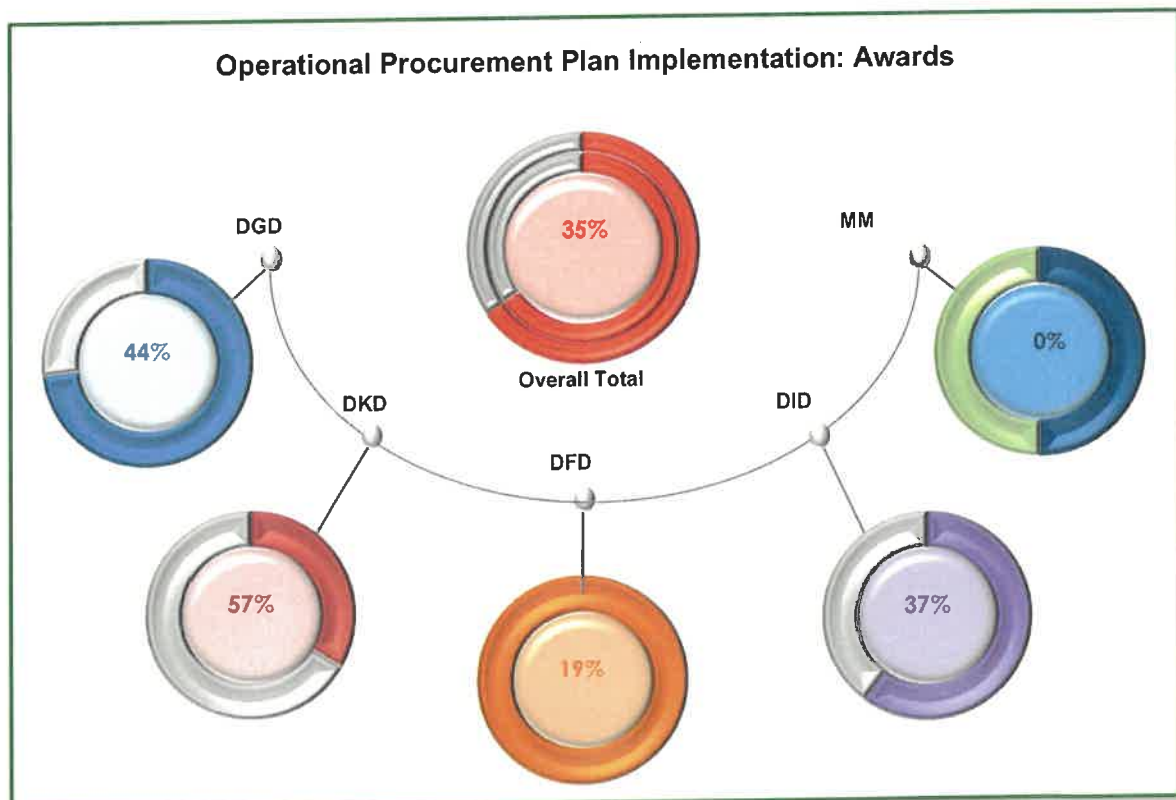
The Municipality is required by legislation to have and maintain a Database of Accredited Prospective Suppliers in order to ensure that all the procurement of goods and services for the Municipality is made through this Database. The Database has been developed from a manual one to a functional electronic Database of Prospective Suppliers maintained by the SCMU. Currently, there are 1760 suppliers registered on this Database which represent an increase of 20 suppliers from previous quarter. Service providers are also encouraged to register on the Central Supplier Database.

Procurement Planning Implementation: Capital





Operational



6. ACQUISITION MANAGEMENT

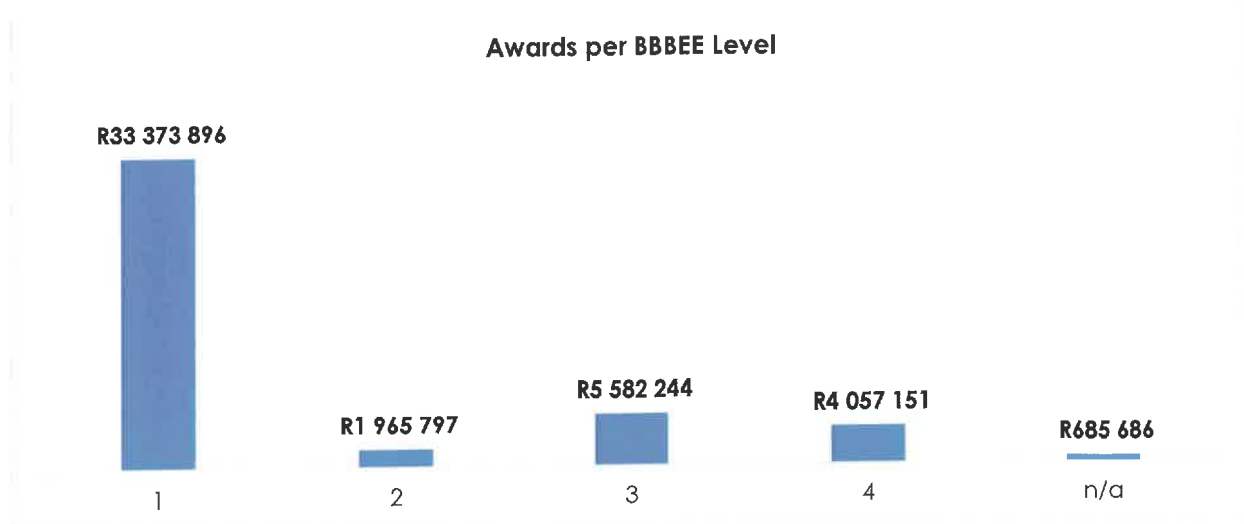
Procurement Statistics

Nr.	Process description	Total	Monthly average	Daily average	Value
1	No of BSC meetings	14	4,67	0,23	n/a
2	No of BEC meetings	22	7,33	0,37	n/a
3	No of BAC meetings	13	4,33	0,22	n/a
4	No of orders processed/placed	1030	343,33	17,17	R30 864 051
5	No of formal quotations awarded (R30 000 to R200 000)	14	4,67	0,23	R1 243 930
6	No of tenders awarded above R200 000	14	4,67	0,23	R45 664 775
7	No of awards above R30 000 (CIDB)	4	1,33	0,07	R23 849 692
8	No of contract price increases approved	3	1,00	0,05	n/a
9	No of contracts extended i.t.o MFMA circular 62	2	0,67	0,03	R130 000
10	No of contracts extended i.t.o s.116(3) of MFMA	5	1,67	0,08	R8 429 259
11	No of Deviations	2	0,67	0,03	R762 400
12	No of minor breaches	0	0,00	0,00	R0
13	No of stock receipts	465	155,00	7,75	R2 287 682
14	No of stock issued	2190	730,00	36,50	-R1 610 385
15	No of stock disposal	1	0,33	0,02	R0
16	No of stock take	3	1,00	0,05	R5 097 990
17	No of requests received for disposal	2	0,67	0,03	R0

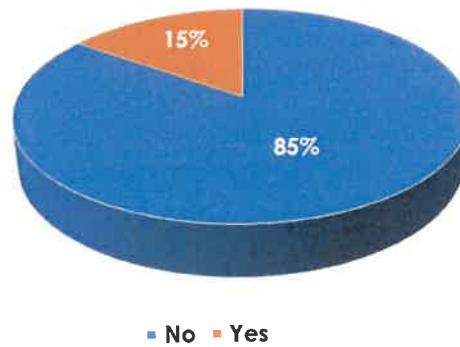
7. BID COMMITTEE SYSTEM

The Accounting Officer has appointed permanent members on the respective committees as well as secundis. Letters of Appointment, the Code of Conduct and Declaration of Interest have already been signed by the members and secundis of the committees.

Bids awarded

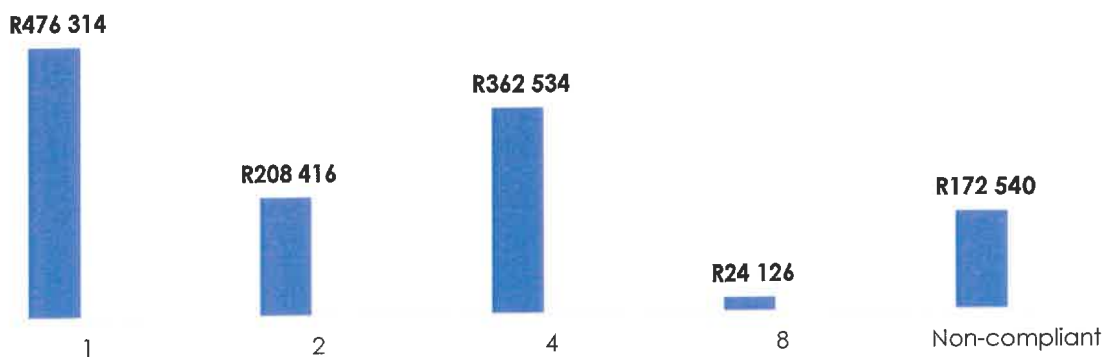


Awards to local suppliers

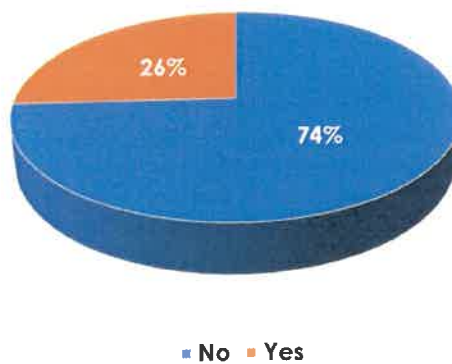


Formal Quotes >R30k awarded

Awards per BBBEE Level

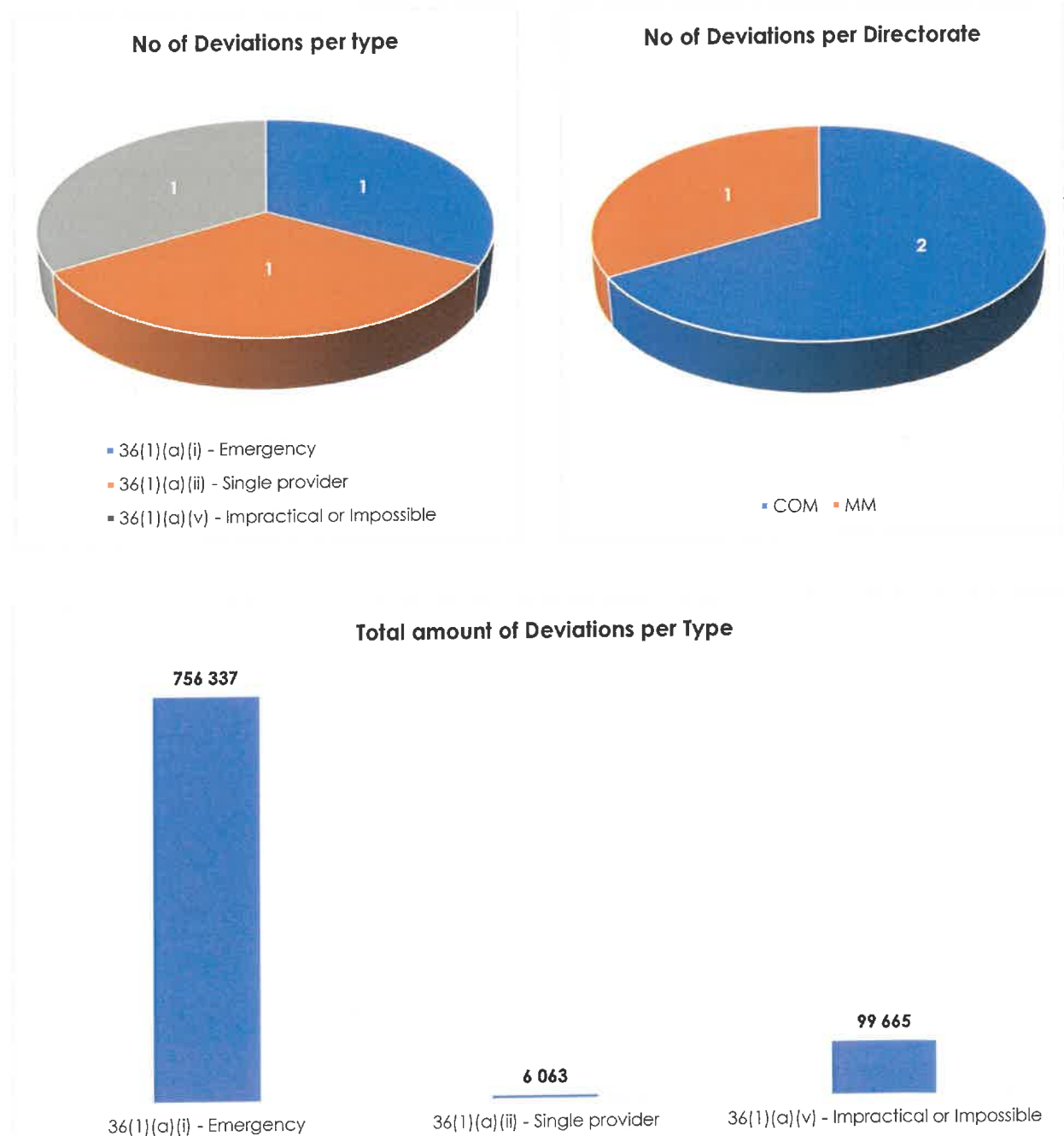


Awards to local suppliers



8. DEVIATIONS FROM PROCUREMENT PROCESSES

Please find statistics as well as a schedule of the deviations approved by the Accounting Officer during the 2nd quarter of the 2023/24 financial year:



Date	Supplier	Details	Amount	Dir	Reason	Type
20-Oct-23	Workshop Electronics	Call out fee and labour to access repairs	R6 062,80	COM	Workshop electronics is the sole manufacturer and supplier of the millitron devices which is installed in the VTS. They are the only service provider that can assess and repair this testing machine.	36(1)(a)(iii) - Single provider
24-Oct-23	Red Ant Security Relocation and Eviction Services (Pty) Ltd	Provision of specialised and tactical security from 20 September 2023 to 02 October 2023	R756 337,38	MM	The recent community protest has underscored the vulnerability of our municipality's infrastructure, necessitating immediate action 20 September to secure and protect our valuable assets. Additionally, concerns for the safety of our executive mayor have arisen, making it essential to enhance security measures around his activities. The heightened need for security has implications on our normal procurement process and given the emergent nature of these security requirements, a deviation from the normal procurement process is warranted. The safety and security of our infrastructure, as well as our executive Mayor, are of paramount importance, and adhering to the normal procurement process may have resulted in unnecessary loss of additional assets and possible human life.	36(1)(a)(i) - Emergency
06-Dec-23	MC Electrical	Supply and installation of electrical equipment/components at the Swellendam Municipality	R99 665,31	COM	MC Electrical did the design and installation of the electrical installation at the library. The municipality do not have the integrate knowledge of the damage and infrastructure to formulate a specification documents for a formal quotation process. The municipality would have to consult with MC Electrical to draft the specification. The municipality could potentially cause significant harm on other components and infrastructure, should another contractor be considered, as they would have to go through a testing process to determine whether the correct items were replaced. Should a new contractor be used, the the municipality would have to consider additional costs for preparation and inspections for a new certificate of compliance (CoC) to be issued. The current CoC was issued by MC Electrical, which they can confirm once repairs/replacement were done,	36(1)(a)(v) - Impractical or Impossible

9. AWARDS TO CLOSE FAMILY MEMBERS OF PERSONS IN THE SERVICE OF THE STATE

In terms of paragraph 45 of the Supply Chain Management Policy of Council, awards to close family members of persons in the service of the state must disclose particulars of awards of more than R 2000 in the Annual Financial Statements. The following bids were awarded to a person who is a family member of a person in the service of the state:

Nr	Supplier	Family member	Relationship	Institution	Oct	Nov	Dec	Total
1.	AH Windvogel	MPL R. Windvogel	Mother	Provincial Legislature	-	-	R18 000	R18 000
2.	Bazil Koopman	B. Koopman	Son	Dept of Education	-	-	-	-
3.	Gert Coetzee	L. Coetzee	Wife	Swellendam Municipality	-	-	-	-
4.	Hein's Auto Electrical	J. de Jager	Brother	Swellendam Municipality	R27 026	R28 991	R31 766	R87 782
5.	Jonathan Oktober	M Oktober	Wife	Swellendam Municipality	R1 650	R1 845	-	R3 495
6.	Kemanzi (Pty) Ltd	J. du Toit	Wife	Dept of Education	-	R83 340	R75 443	R158 783
7.	Matthys Gilomee	P. Gilomee	Wife	City of Cape Town	R26 000	-	R37 351	R63 351
8.	Khoisan Cave Holdings (Pty) Ltd	G. Jansen	Son	Swellendam Municipality	-	-	-	-
9.	Masakane Trading (Pty) Ltd	Q. Martin	Husband	SAPS	-	R9 500	R1 729	R11 229
10.	Molatuseli (Pty) Ltd	A Sidloyi	Son	Swellendam Municipality	-	-	-	-
11.	Desmond Prins	J. Francis	Daughter	Dept of Health	-	-	-	-
12.	Hermanus Jacobus Swart	F. Swart	Brother	Swellendam Municipality	-	-	-	-
13.	Jacobus Cornelius Kouter	J. Kouter	Brother	Swellendam Municipality	-	-	-	-
14.	RD Beukes	D. Beukes	Mother	Swellendam Municipality	R21 491	R10 050	-	R31 541
15.	Swellendam Bestuurskool (Pty) Ltd	R. Blauw	Son	Dept. of Education	-	-	R3 000	R3 000
16.	LSL Enterprises	G. Lebazi	Sister	Swellendam Municipality	R9 255	R2 700	R2 450	R14 405
17.	Agritech CC T/A Autozone	L. Baransky	Wife	Swellendam Municipality	R316	-	-	-
18.	Phillip Crafford T/A Crafford Blinds	J. Crafford	Wife	Swellendam Municipality	R6 240	-	-	R6 240
19.	Red Ant Security	N. Lesiela	Wife	Mogale City Mun	R756 337	-	-	R756 337
20.	Jarsiem Carelse	W. Carelse	Son	Swellendam Municipality	R2 880	R10 215	R7 110	R20 205
21.	Durcharme Consulting	L.Mbekeni	Wife	Dept of Rural Development and Land Reform	R195 960	R492 204	R44 672	R732 835
Total								R1 912 020

10. AWARDS TO PERSONS IN THE SERVICE OF THE STATE

In terms of the Council's Supply Chain Management Policy, paragraph 44, the municipality is prohibited from doing business with any person in the service of the state.

None

11. REPORTING OF AWARDS ABOVE R100, 000

In terms of MFMA circular 34, all awards above R100 000.00 must be reported to the Provincial and National Treasury on a monthly basis. The following awards were reported for the 2nd quarter of the 2023/24 financial year:

Contract details			Total value of contracts		Premium Value Paid		B-BBEE Status Level of Contributor	Method of procurement
Contract reference	Service provider/ Supplier	Contract Description	Total value of contract	Lowest Acceptable Bid Value	Premium Value Paid	Premium % Paid	Level	Quotation/ Competitive Bidding/ Deviation
SCMD027-23	Red Ant Security Relocation and Eviction Services (Pty) Ltd	Provision of specialised and tactical security from 20 September 2023 to 02 October 2023	R756 337,38	R756 337,38	0,00	0,00	1	Deviation
SMQ11-23-24	Rainbow Lithing Cc T/A New Neon Lighting	Supply and Delivery of Festive Lights Material	R155 827,00	R155 827,00	0,00	0,00	4	Quotation
SMT01/23/24	Tommie Arendse	Provision of Various Maintenance Services in Infanta & Malgas for a 3 year period	R342 000,00	R342 000,00	0,00	0,00	1	Tender
SMT06/23/24	Power Transformers	Supply, Delivery, Remove And Commissioning Of Outdoor Ring Main Unit (RMU)	R582 992,50	R582 992,50	0,00	0,00	2	Tender
SMT22/23/24	Wolfaardt Trust IT	Rental of Office Space for Swellendam Municipality in Swellendam for a 3 year period	R878 673,60	R878 673,60	0,00	0,00	4	Tender
SMT08/23/24	Realm Track CC	Supply And Installation of a Fleet Management System for a 3 year period	R399 796,49	R399 796,49	0,00	0,00	2	Tender
SMT09/23/24	Swellen Konstruksie Pty (Ltd	Repair Of Potholes, Slurry Works And Related Services (Labour Only) for Swellendam Municipality for a 3 year period	R212 160,00	R212 160,00	0,00	0,00	1	Tender
SMT13/23/24	AL Abbot and Associates (Pty)Ltd	Provision of Professional Services_Monitoring	R983 008,50	R983 008,50	0,00	0,00	2	Tender

		of Water Quality for a 3 year period						
SMT14/23/24	Hi Way Group(Pty)Ltd t/a HI WAY BANDE	Supply and Fit of Tyres and Tubes and Provision of Wheel Balancing, Alignment and Repair Services	R3 178 477,56	R3 178 477,56	0,00	0,00	4	Tender
SMT20/23/24	Ithemba Generals	Supply, Installation and Maintenance of Air Conditioners for a 3 year period	R1 539 736,12	R1 539 736,12	0,00	0,00	1	Tender
SMQ19-23-24	Parkerson Thomas Technologies cc T/A Officetech	Supply And Delivery Of Toners For A One (1) Year Period	R115 346,00	R115 346,00	0,00	0,00	1	Quotation
SMT07/23/24	Maxal Projects SA (Pty)Ltd	Supply, Installation, Commissioning and Maintenance of Chlorination System at WTW and WWTW for a 3 year period	R5 582 243,75	R5 582 243,75	0,00	0,00	3	Tender
SMQ23-23-24	FG Uniforms CC	Supply and Delivery of Traffic & Law Enforcement Uniform for a One (1) Year Period	R124 879,75	R124 879,75	0,00	0,00	1	Quotation
SMQ24-23-24	Power Transformers (Pty) Ltd	Repair and Maintenance of 100kVa and 300kVa Transformers	R164 842,60	R164 842,60	0,00	0,00	2	Quotation
SMQ29-23-24	TH Augustyn (Pty) Ltd	Transport of Purified Water within Swellendam Municipality	R124 910,00	R124 910,00	0,00	0,00	0	Quotation

12. LOGISTICS, DISPOSAL AND RISK MANAGEMENT

The SCM unit must provide an effective system to ensure the setting of inventory levels, placing of orders, receiving and distribution of goods, stores and warehouse management, expediting orders, vendor performance, maintenance and contract administration as well as provide for an effective method of disposal and letting of assets which are inclusive of redundant and obsolete stock. Such systems must also have in place mechanisms to identify, consider and avoid potential risks in the SCM system.

12.1 Inventory Control

The value of the stock at the end of the 2nd quarter was recorded at R5 468 290. Regular ad hoc inspections and scheduled stock-takes are conducted.

12.2 Placing of orders

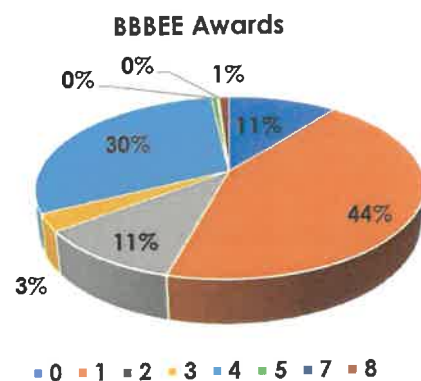
The sourcing of quotations for purchases below R30 000 is currently handled by the relevant departments but is processed centrally at the SCM unit which ensures some type of control. It

should be noted that purchasing is a specialised function whilst technical staff is currently doing purchasing whereas they should concentrate on their core function, namely service delivery. It is recommended that procurement be centralised.

Below statistics of all orders (excluding statutory service providers) placed for the 2nd quarter

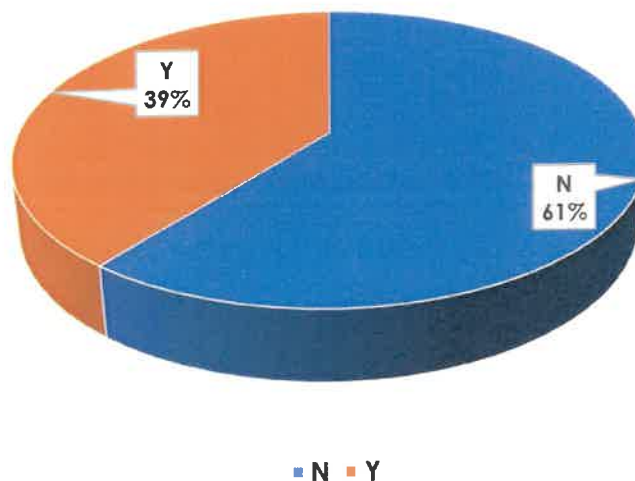
AWARDS PER BBBEE LEVEL

BBBEE Level	VALUE	% OF VALUE
0	3 134 959,53	10,75%
1	12 712 346,09	43,60%
2	3 092 295,63	10,61%
3	892 262,46	3,06%
4	8 814 019,46	30,23%
5	174 477,98	0,60%
7	48 852,00	0,17%
8	284 998,43	0,98%
Grand Total	29 154 211,58	100,00%



LOCAL SPEND

PERCENTAGE LOCAL SPEND



12.3 Receiving and distribution of goods

The receipt and issuing of goods are recorded timeously at the stores department. The way goods are currently distributed should however be reconsidered taking into account the cost involved. It is recommended that where practical a central point be used for the receiving and distribution of specified goods.

12.4 Vendor performance, maintenance and contract administration

Vendor performance is continuously monitored and problems are promptly addressed by this office as they become known. Vendor records are updated regularly however the management and administration of contracts are not on the standard. This needs to receive the necessary attention and resources for improvement.

Out of the 180 contracts, six (6) unsatisfactory performance reports were registered during this quarter.

Disposal of assets

None.

13. RECOMMENDATION:

1. That cognisance is taken of the report.
2. That the report is made public in accordance with section 21A of the Municipal Systems Act.

REPORT SUBMITTED BY:



B. BEYERS

MANAGER SCM

15 JANUARY 2024

RECOMMENDED BY:



E. WASSERMAN

CHIEF FINANCIAL OFFICER

APPROVED BY:

A VORSTER

MUNICIPAL MANAGER

HF DU RAND

EXECUTIVE MAYOR



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

CALL FOR NOMINATIONS **BOARD MEMBERS FOR THE BREEDE-OLIFANTS CATCHMENT MANAGEMENT** **AGENCY**

MR SENZO MCHUNU (MP), MINISTER OF WATER AND SANITATION CALLS FOR NOMINATIONS FOR THE APPOINTMENT OF BOARD MEMBERS TO GOVERN THE BREEDE-OLIFANTS CATCHMENT MANAGEMENT AGENCY (BOCMA)

The Minister of Water and Sanitation is the Executive Authority and shareholder of the BOCMA. He is responsible for the appointment of board members of Catchment Management Agencies (CMAs). The BOCMA was established in terms of the National Water Act No. 36 of 1998. The Water Management Area (WMA) is wholly located in the Western Cape province. The purpose of the BOCMA is to manage water resources within its water management area and to involve local communities in the decision-making processes.

According to section 81(3) of the National Water Act, the Minister must establish an advisory committee to recommend to the Minister which organs of state and bodies representing different sectors and other interests within the water management area of the catchment management agency should be represented or reflected on the governing board.

The President of South Africa in his State of Nation Address (SONA) emphasized the issue of strengthening the boards to perform effective oversight in all the State-Owned Enterprises (SOEs). It is in this regard that the boards for the CMAs should be sector skills-based boards. To achieve this, all sectors within the water management area should nominate members based on the required skills for the corporate governance.

Board member Position(s), possessing either of the following key competencies:

- Finance, Audit
- Legal and Risk
- Technical; Scientific and Information Technology expertise
- Water Resources Management
- Agriculture sector experience
- Water Services Management
- Environmental Management and Conservation
- Human Resources and Ethics
- Engineering Management
- Demonstrate leadership and Corporate Governance Experience

The Minister has appointed the Advisory Committee as per the National Water Act requirement, and **all Sectors and individuals** within the Breede-Olifants water management area are hereby called to submit **nominations** of suitably qualified persons to be considered for appointment as members of the Board of the BOCMA.

The following general criteria will be applied in assessing suitability for members:

- a) Minimum NQF level 7 (as per the above key competencies).
- b) At least 5 years of extensive knowledge and experience on water sector issues.
- c) Intense knowledge of Legislation and Regulations that govern SOE's (BBBEE; PFMA etc) including knowledge of the King IV Report on Corporate Governance South Africa.
- d) Experience serving on the Board of a significant entity/company.

- e) Must have integrity and be of good standing and.
- f) Sufficient time availability to attend meetings and dedicate to BOCMA business

Requirements:

A nominee will not be considered to hold office as a member of the Board if he/she:

- is an un-rehabilitated insolvent,
- has been convicted of any offence involving dishonesty.
- has been sentenced to imprisonment without the option of a fine; and
- has a private business interest that conflicts with the interest of the BOCMA.

The appointment of preferred nominees will be subject to probity checks (criminal and civil records; reference checks; verification of qualifications and experience; credit record, integrity test and security clearance). Every nomination of a person for appointment to the Board must be signed by a proposer and seconded, none of whom may be the nominee, and must also contain the nominee's signed acceptance. No person may nominate or second more than one candidate.

Officials working for the Department of Water and Sanitation and the BOCMA will not be considered and will be disqualified.

Applications:

Applications should be submitted in electronic format and must include the following:

- Letter of motivation, not exceeding two pages.
- Detailed Curriculum Vitae, including the names and contact details of two referees.
- Proof of South African citizenship (copy of Identity Document) and.
- Certified copies of qualification certificates.

The above documents must be submitted to: bocmaboard@dws.gov.za and copied to rapelangk@dws.gov.za

Applicants should note that:

- The Minister reserves the right not to appoint.
- Correspondence will be limited to short-listed nominees only. Short-listed nominees will be required to complete the necessary disclosure of interest and information declarations.
- Preference will be given to nominees whose appointment will enhance representation on the Board.

Closing Date:

NB: Applicants who submitted their nominations, need not resubmit.

Applicants who do not receive a response within eight (8 weeks) of the closing date must regard their applications as unsuccessful.



**MINISTER
WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**
Private Bag X313, Pretoria, 0001, 185 Francis Beard Street, Sedibeng Building, Tel: +27 12 336 8733, Fax: +27 12 336 8717
Private Bag X9052, Cape Town, 8000, 120 Plein Street, Tel: +27 21 464 1500, Fax: +27 21 465 3382

EDCP/Ref.:24/2/18/2

BY EMAIL: kmullagie@salga.org.za

Mr Khalil Mullagie
Provincial Director of Operations: SALGA Western Cape

Dear Mr Mullagie:

REQUEST FOR NOMINATIONS OF MEMBERS TO SERVE ON THE NEW GOVERNING BOARD OF THE BREEDE-OLIFANTS CATCHMENT MANAGEMENT AGENCY AS REQUIRED BY SECTION 81(6) OF THE NATIONAL WATER ACT, ACT 36 OF 1998

I acknowledge your support in the Integrated Water Resource Management in the Western Province. As you are aware I have rationalized and amalgamated the Berg-Olifants Proto-CMA with the existing Breede-Gouritz CMA which is now the Breede-Olifants CMA as amended in the listing schedule 3A of the Public Finance Management Act, 1999 (Act No. 1 of 1999) (PFMA) on 28 March 2023.

I have appointed the Advisory Committee (Selection Panel) as required by section 81(1) of the National Water Act to recommend to me which organs of state and bodies representing different sectors and other interests within the Breede-Olifants Water Management Area should be nominated as members to serve on the Governing Board.

The Selection Panel has identified the organ of states and bodies representing different sectors, water users, and other interest groups for nomination for the Governing Board. I have called for nominations on 2 July 2023 which closed on 1 August 2023 and further extended the call for nomination for a period of 14 days which closed on 2 November 2023. The nominations do not cover representation on the defined WMA in terms of gender, geographical area, and skills.

I request you as the identified sector associates to submit two nominations from your Local Government sectors (Municipality, Integrated planning, and WSA) Affiliate consideration should be given to women in terms of the transformation targets on the appointment of the Boards.

The above nominations must be submitted to rapelangki@dws.gov.za within a period of two weeks with effect of this letter.

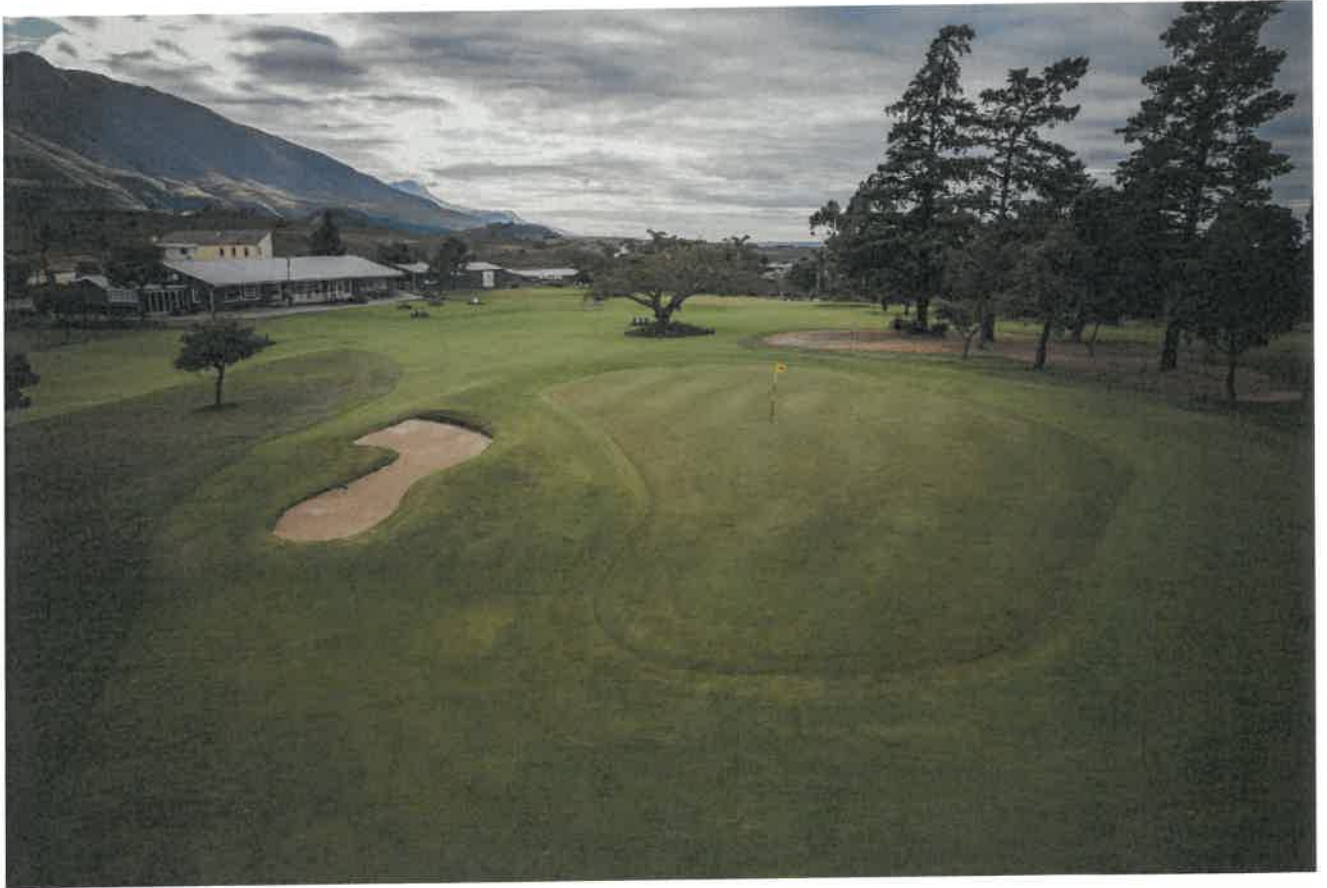
Yours sincerely

MR SENZO MCHUNU, MP
MINISTER OF WATER AND SANITATION
DATE: 07/01/24



NATIONAL DEVELOPMENT PLAN
Our Purpose - United to Work

Swellendam Gholfklub



Inleiding en agtergrond

Ons sien Swellendam as 'n dorp met ongelooflike potensiaal. Dis vir ons ook belangrik dat besighede, skole ens moet groei, verbeter en vorentoe gaan. Dis 'n pragtige dorp en is ontsettend gewild. Inwoners is trots en bevoorreg om hier te kan woon.

Net so is ons 'n trotse Gholfklub met 'n gesonde ledebasis. Deel van ons sukses is omdat ons 'n klub bied wat bekostigbaar is, vriendelik is en almal welkom laat voel.

Ons is ook 'n gewilde "stay&play" -bestemming vir gholftoere, vakansiegangers en toeriste.

Dit is belangrik dat die dorp se sportklubs, winkels, gastehuse, restaurante en besighede mekaar help, ondersteun en aanvul om suksesvol en volhoubaar te wees.

Ons dra regtig baie by tot die beeld van die dorp, en lok baie voete na die dorp se winkels, gastehuse en restaurante. Vir die jaar van 2023 is daar **1650 rondtes gholf deur besoekers** op ons baan gespeel!

Swellendam Gholflklub is 'n munisipale baan wat sovêr as moontlik self onderhoudend probeer wees deur goeie bestuur, effektiewe gebruik van hulpbronne en goeie finansiële beplanning. Ons lede is goed verteenwoordigend uit alle geslags-, ouerdoms-, ras- en inkomste-groepe. Gholf op die platteland is beslis nie 'n "elite" sport vir rykes nie, maar is 'n sport en klub waar almal kan deelneem en tuis voel.

As komitee het ons egter die uitdagende taak om ledegelde en baanfooie so laag en bekostigbaar as moontlik te hou. Met die stygende kostes in elektrisiteit, kunsmis, meganisasie, arbeid, gifstowwe, boumateriaal ens raak dit egter al hoe moeiliker.

Ons is ontsettend afhanklik van donasies en borge, maar werk ook baie hard om soveel as moontlik lede te hê en ook om soveel as moontlik rondtes gholf deur die baan te laat vloei.

Terselfdetyd moet ons ook aanhoudend toerusting vervang en verbeterings aan die klubhuis en baan aanbring sodat ons 'n sekere standaard en kondisie kan handhaaf.

'n Gholfbaan kan in 'n mate vergelyk word met 'n plaas, en nes met 'n goeie oesjaar het jy water nodig. Water is lewe! Swellendam is gelukkig om 'n goeie reënval te kan hê, maar die somermaande en droër jare is 'n groot uitdaging. Die setperke kan bv nie een dag sonder water (besproeiing) gaan in warm somersdae nie. Die skade wat hitte aan hierdie fyngevoelige "bentgras" kan berokken, kan 'n gholfbaan finasieël baie seermaak. Ons het 10 setperke – En om 1 so 'n setperk totaal en al te moet oordoen en hervestig (op die korrekte manier) sal ongeveer R100000 per setperk kos. Ons gholfklub en dorp het net nie daardie tipe geld as dit ooit moet gebeur nie.

Wat is ons doelwit en waarna streef ons?

Om deur die jaar 'n kwaliteit en goed gekondisioneerde gholfbaan te hê wat effektief bedryf word en wat steeds bekostigbaar is vir alle gholfers in die groter Swellendam-gebied. Ons wil ook een van die top9 putjie bane wees wat 'n "moet-stop-bestemming" is vir vakansiegangers en gholfoetere. Om bogenoemde te kan bereik en volhou is dit nodig dat ons baan aan 'n sekere standaard voldoen, en daarvoor het ons water nodig.

Wat bied ons vir die gemeenskap, inwoners en instansies van Swellendam?

- 'n Plek van samesyn vir vriende
- 'n Plek van ontspanning en oefening
- Instansies, Kerke, NPO's en skole gebruik ons fasiliteite vir die aanbied van gholfdae vir fondsinsamelings. Van die instansies wat tans borgdae aanbied is die Lions, Duiweklub, Ls Buffeljagsrivier, Swellendam Krieketklub, Swellendam Senior Sekondêr, VRT Pitt, Hoërskool Swellendam, ACVV, SANPARKE, Progress Christmas Choir Band, Huis AA Tomlinsen en Drostdy Museum
- Ons het 'n Junior ontwikkelings-program in samewerking met Boland Gholf Unie. Ons het 'n opgeleide afrigter in Gersvine Reid wat weekliks juniors afrig en ontwikkel.
- Ons het 'n Restaurant (Swellendam Golf Café) en kroeg wat oop is vir die publiek.
- Swellendam Fietsryklub gebruik ons as 'n basis vir vergaderings en funksies.

- Die klub bied 'n maandelikse charity gholfdag aan waar ons fondse bymekaarmaak en dan 'n jaarlikse donasie maak aan 'n instansie of liefdadigheids-organisasie in Swellendam. (Bv ACVV, Huis AA, SPCA ens)
- Ons klub het al so gegroei dat ons permanente werk gee vir 7 persone en ook soms tydelike werk vir nog 3 persone.

Toerusting en masjienerie:

Om 'n gholfbaan effektief te bestuur en te onderhou is die regte toerusting nodig – in 'n goeie kondisie en gemaak vir die taak.

Hierdie tipe spesialiteitsmasjiene kos ongelooflik baie geld en ons moes die afgelope 7jaar die volgende aankoop:

- Tipwa
- John Deere klein snyer
- John Deere trekker
- Falcon slasher
- Falcon Rotagang
- Kunsmisstrooier
- Spike roller
- Polaris Quad Bike
- 4 Gholfkarre
- Jacobsen fairway mower
- Baroness Green mower

Hierdie aankope van die bogenoemde was 'n totaal van **R 1290 000** ex vat. Die meeste van hierdie moes ons finansier en betaal ons steeds maandeliks aan. Hierdie masjiene is nie 'n luuksheid nie, maar nodig vir die alledaagse take en instandhouding van die baan. Om bv die Fairway mower nou te moet vervang met 'n splinternuwe sal alleen R1miljoen kos!



Watter projekte het ons voltooi die afgelope 3jaar:

- Stoorplek vir karretjies opgerig
- Containers aangekoop vir ekstra stoorplek
- Verf van die klubhuis en buite-geboue
- Verskeie verbeterings en veranderings met die uitleg van die baan
- Opgradering en vergroting van die rokerskamer
- Dreineringsgeïnstalleer om die klubhuis
- Ons besproeiingsdam is vergroot en geseël
- Oprig van 'n nuwe pompstasie by ons dam
- Aanlê van 'n pyplyn van 800m vanaf Muni-dam3 (Hermitage dam) tot by die klubhuis vir toegang tot water.
- Oprig van pompstasie by Muni-dam vir pomp van water na baan.

Die kostes om die dam te bou, pompstasies op te rig en om die pyplyn aan te lê het ons in Januarie 2023 'n totaal van **R430000** (ex vat) gekos. Ons moes lenings uitneem om hierdie te kon doen, alternatiewelik sou die baan tot niet gegaan het sonder water. En soos vroeër genoem is die kostes om nuwe setperke te vestig nie haalbaar en bekostigbaar vir 'n klub soos Swellendam nie.



Wat is ons tekortkominge, uitdagings en bekommernisse:

Om 'n goeie sportklub te wees vir die hele gebied van Swellendam is dit belangrik dat ons so bekostigbaar as moontlik bly. Dit verg baie tyd en moeite deur komitees, maar maak ook dat ons ontsettend afhanklik is van borge en donasies.

Om 'n goeie kondisie baan te verseker vir besoekers het ons genoeg water en bekostigbare elektrisiteit nodig.

Die stygende kostes maak dit al hoe moeiliker om die baan en klub se kondisie te behou, maar ook om verdere verbeterings aan die klub se geriewe aan te bring. Ons veg steeds voort en het genoeg energie en planne om dinge vorentoe te neem.

Hoe kan Swellendam Munisipaliteit die Swellendam Gholffklub van hulp wees:

Die gholffbaan en geboue is 'n bate van die Munisipaliteit. Die komitee en klublede bestuur dit na die beste van ons vermoë tot die voordeel van die lede en breër Swellendam gemeenskap. Ons beskik oor 'n baan en klub waarop almal regtig trots kan wees.

Die doel van hierdie skrywe is om u in te lig oor hoe die gholffklub funksioneer, ons finansiële en praktiese uitdagings en die belangrikheid dat Swellendam oor 'n gesonde en aanloklike gholffbaan beskik.

Ons pleidooi is dat Swellendam Munisipaliteit die volgende aspekte ernstig sal oorweeg

1. 'n Verlaagde tarief op die verbruik van water en elektrisiteit.

Die huidige somer is ons geseën met baie goeie reën, maar onder normale omstandighede sal die elektrisiteits-koste en tarief van water dit onbekostigbaar maak vir die Gholffklub. Dit sal ongelukkig lei dat die gehalte en voorkoms van die baan sal verswak en minder spelers en besoekers tot gevolg sal hê. Deur baanfooie en ledegelde te verhoog stel ons ons bloot aan 'n baie groot risiko dat ons ledetalle sal kwyn.

2. Ons ondervind probleme dat beeste van Munisipale huurgrond op ons baan kom en skade aan die baan en setperke aanrig. Oorweging van Munisipale hulp met die omheining van die baan sal waardeer word.
3. Moontlik kan u ons ook adviseur oor instansies of organisasies wat ons kan nader oor moontlike befondsing en hulp.

Dit ons wens dat u goedgunstig die 3aspekte sal oorweeg om die voortbestaan en uitbou van een van die juwele in die Swellendam omgewing te verseker.

Vriendelike groete

Die Komitee : Swellendam Gholffklub

SHARED SERVICE AGREEMENT

Entered by and between:

OVERBERG DISTRICT MUNICIPALITY

Duly represented herein by the Municipal Manager

And

OVERSTRAND MUNICIPALITY

Duly represented herein by the Municipal Manager

And

THEEWATERSKLOOF MUNICIPALITY

Duly represented herein by the Municipal Manager

And

CAPE AGULHAS MUNICIPALITY

Duly represented herein by the Municipal Manager

And

SWELLENDAM MUNICIPALITY

Duly represented herein by the Municipal Manager

WHEREAS the parties to this agreement are proclaimed Municipalities in terms of Section 12 of the Municipal Structures Act, as prescribed by Section 155(1) of the Constitution; and

WHEREAS the various parties have the powers and functions to provide a public service to its residents in terms of:

- (i) Sections 156 and 229 of the Constitution;
- (ii) Part B of Schedule 4 & 5 of the Constitution;
- (iii) Section 83 of the Structures Act; and
- (iv) Sections 6 and 9 of the Systems Act.

WHEREAS the parties are in geographically located close to one another and have agreed to support each other by sharing certain services amongst them, subject to the terms and conditions incorporated herein.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this agreement, unless the contrary appears from the context, the following words and phrases shall have the meanings ascribed to them as follows:

"Borrowing party"	means the party requesting and receiving assistance from a lending party.
"Constitution"	means the Constitution of the Republic of South Africa, Act 108 of 1996, as amended.
"Committee"	means the committee established in terms of paragraph 9 of this agreement.
"Contract"	means this document together with all annexures thereto.
"Effective date"	means the date upon last signature of this agreement.
"event"	means any occurrence or situation for which assistance may be provided by the lending party to the borrowing party.
"Lending party"	means the party providing assistance to a borrowing party.
"MFMA"	means the Local Government Municipal Finance Management Act, Act 56 of 2003.
"parties"	means, collectively, the parties to this agreement or any two parties who render assistance to one another.
"party"	means any of the abovementioned entities, as the context may indicate.
"Public service"	means specifically, but not exclusively, traffic law enforcement, disaster management, inter-municipal skills training and support, provision of
"Delivery"	means resources in the event of insufficient staff and/or insufficient infrastructure means any staff, equipment, vehicle, communications apparatus, or other resource being provided by the lending party to the borrowing party as would be required and requested for the purpose of assistance in a relevant event.
"Resource"	
"Structures Act"	means the Local Government Municipal Structures Act of 1998
"Systems Act"	means the Local Government Municipal Systems Act 32 of 2000

2. SPIRIT OF THE AGREEMENT

2.1 The parties record that this agreement is concluded in the spirit of cooperation, through provision of assistance to each other regarding public safety & public service delivery.

- a. The said service areas will, *inter alia*, include assistance during;
 - a. Protest actions;
 - b. Taxi violence;
 - c. VIP protection;
 - d. Policing of illegal activities and businesses.
 - e. Xenophobia.
 - f. Disaster management.
 - g. Land invasions;
 - h. Proper protection;
 - i. Traffic Specialized Municipal Law Enforcement - K9 Unit & LEAP Unit services
 - j. Fire hazards;
 - k. Service delivery areas as described in Part B of Schedule 4 & 5 of the
 - l. Constitution
 - m. Serving of Summonses/ Warrants
 - n. Additional Court

b. This agreement shall be valid between all the other parties to the agreement.

- i. Municipalities who wish to form part of this shared service level agreement, may do so by form of each municipality's accounting officer /authorized person signed herein.

3. DURATION OF THE AGREEMENT

This agreement will commence between any two parties upon signature hereof and will continue indefinitely until terminated in writing within 3 (three) months' written notice to all other parties, as the case may be.

4. PROCESS FOR REQUESTING ASSISTANCE

- a. The formal process as prescribed in the SOP for requesting assistance for any event will apply, the parties undertake, as far as possible, to communicate with each other in writing through the respective Municipal Manager or his/her delegated authority and to give each other reasonable notice.
- b. No adverse effect will result from any party's inability to render assistance.

5. LEGISLATIVE FRAMEWORK

- a. Assistance by a lending party to a borrowing party shall be rendered within and subject to the legal framework of the Republic of South Africa, with specific regard to;
 - i. National Road Transport Act, Act 5 of 2009;
 - ii. Transport Appeal Tribunal Act, Act 39 of 1998;
 - iii. National Road Traffic Act, Act 93 of 1996;
 - iv. Criminal Procedure Act. Act 51 of 1977;
 - v. Fire Brigade Services Act, Act 99 of 1987;
 - vi. South African Police Services Act, Act 68 of 1995;
 - vii. Firearms Control Act, Act 60 of 2000;
 - viii. Legislation referred to in paragraph 1 (one) above;
 - ix. Disaster Management Act;
 - x. Municipal legislation and By Laws
 - xi. The Constitution of the Republic of South Africa, Act 108 of 1996, especially section 41 of the said Act.

- b. Public Administration Management Act (Act 11 of 2014)

6. RISK

- a. Should a lending party render assistance to a borrowing party and said assistance carries an element of internal risk to any resource so rendered, the borrowing party accepts full risk of damage, loss or injury to such resource being rendered and indemnifies the lending party from the institution of any claims, civil or criminal, in this regard, except to the extent that said risk is created solely as a result of an intentional or grossly negligent act from either or both parties, being either the borrowing party or a lending party.
- b. The borrowing party shall carry the external risk to members of the public resulting from utilization of abovementioned resource of the lending party, whilst under command and control of the borrowing party and indemnifies the lending party to any claims, civil or criminal, in this regard, except to the extent that said risk is created solely because of an intentional or grossly negligent act of the lending party.
- c. The borrowing party shall not intentionally or negligently expose any resource of the lending party to unnecessary risks and will treat such resources in utmost good faith (*Uberrime fidei*).
- d. With reference to paragraphs 6.1 and 6.2 above, the parties hereby indemnify, undertake to indemnify, and keep indemnified each other against all injuries, demands, actions proceedings, liability, claims, losses, damage, costs or expenses, which the parties may sustain or incur, as a result of the implementation of this agreement. The parties also acknowledge;
- i. that they are fully aware of all the risks involved regarding the implementation of this agreement
 - ii. that this indemnity shall commence on time and date of signature hereof and with survive indefinitely.
 - iii. that this indemnity was entered into voluntarily and without any undue influence of any nature.
- e. The parties agree to complete and produce any documentation, as requested by another party, as to deal with any reporting of incidents, claims and the like.

7. COSTS

- a. The lending standard rate is R250,00 per officer, per operation as set out in *paragraph 6.2.1* of the "Overberg District, and Local Municipalities Shared Service Agreement.
- b. Save as set out in paragraph 7.2 hereunder, the parties agree that all costs associated with the rendering by the lending party of assistance to the borrowing party will be carried by the lending party. These costs include but not limited to any and *all expenses relating to employee compensation, transportation costs, insurance, social security, pensions unemployment and other benefits*, as well as for the training, appointment, discharge and disciplinary action in relation to officials.
- c. Should any employees of the lending party be required to stay overnight in rendering assistance, the

borrowing party shall provide such staff with accommodation facilities and meals at its own cost, as will reasonably be required.

- d. Should extra costs be incurred by the borrowing party in respect of tools and equipment required for rendering of assistance, these costs must be negotiated between the borrower and the lending party before said costs are incurred.

8. COMMAND AND CONTROL

- a. For major incidents a local municipality affected is to first make a call to the police station commander (SAPS), where the station commander, based on intelligence driven credibility will follow due process and activate the JOC.
- b. An authorized senior official from the borrowing municipality be mandated to make a call for assistance.
- c. An authorized senior official from the lending municipality be mandated to grant approval/tacit approval to aid the borrowing municipality.
- d. The name of the authorized and mandated official incumbent to make a call or grant approval for assistance must be provided to JOC for recording and communication purpose.
- e. Any resources used in rendering assistance to a borrowing party, shall be placed under the command and control of the borrowing party.
- f. Prior to provision of any resources to the borrowing party, the lending party shall provide its staff with specific instructions to adhere to the command and control of the borrowing party.
- g. The borrowing party shall not intentionally or negligently expose, or cause to be exposed, any resource of the lending party to unnecessary risks and will utilize such resource in utmost good faith (*uberrima fides*).
- h. At the conclusion of every event for which assistance was provided, the borrowing party will, in writing, provide the lending party with full particulars concerning the event and conclusion thereof, including relevant, costs, damages and any other information which the lending party may require.
- i. Briefing and de-briefing sessions are to be held and recorded in full for each event and reported in line with SAPS as expressed in the SOP, to the involved municipal council(s).

9. COMMITTEE

- a. The parties each undertake to nominate a representative who will serve on a committee to resolve matters of mutual interest relating to this agreement.
- b. The committee shall convene bi-monthly, where it will endeavor to;
 - i. oversee and consider implementation of and strategic guidance to parties with regard to this

contract.

- ii. ensure successful implementation and necessary amendments of this contract.
- iii. coordinate and manage parties' Implementation of this contract.
- iv. identify potential risks arising from the implementation of this contract and purport to institute mechanisms to mitigate such risks.
- v. deal with any differences and/or challenges arising from the implementation of this contract and explore and realize possible solutions to address same.
- vi. develop and enforce a monitoring and reporting framework for the implementation of this contract.
- vii. develop and agree to Terms of Reference for the committee.
- viii. monitor, evaluate and report on the progress of each event and provision of assistance therein.

10. CHANGES IN CIRCUMSTANCES

- a. If, because of any amendments or propagation of any legislation, regulation or public policy or an altered application or interpretation of the same by judicial body, the purpose and/or objectives of this contract are materially influenced or rendered unenforceable, each party undertakes to inform all other parties of said changes and its implications regarding this agreement.
- b. If, because of any structural changes in a party to this contract's governance and financial position, the purpose and/or objectives of the agreement are materially.

influenced or rendered unenforceable, the affected party undertakes to inform all other parties of said changes and its implications regarding this agreement.

11. SETTLEMENT OF DISPUTES

- a. The Parties shall initially attempt to resolve all disputes by mutual consent or mediation, within 30 (thirty) days after a dispute has been declared to be in issue. Should the matter not be resolved within this period, they will resolve the dispute through arbitration, as set out herein.
- b. Arbitration shall be held In Cape Town in accordance with the provisions of the Arbitration Act, No. 42 of 1965, it being intended that, if possible, it shall be held and concluded within 30 (thirty) business days.
- c. Save as otherwise specifically provided herein, the Arbitrator shall be, if the matter in dispute is;
 - i. primarily a legal matter, a practicing Senior Advocate of the Cape Bar.
 - ii. any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.
- d. The Arbitrator shall give his or her decision within 5 (five) Business Days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration are to be paid either by one or the other or by both of the parties.
- e. The decision of the Arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon application.

12. SETTLEMENT OF DISPUTES

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- e. The decision of the Arbitrator shall be final and binding and may be made an order of the Western

13.ASSIGNMENT

No Party shall assign or transfer its rights and/or interests in this contract, whether totally or partially, to a third Party without the other Party's prior written consent.

14.INTERPRETATIONS

- a. Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.
- b. Unless the context clearly indicates a contrary intention, any word connoting the singular includes the plural and vice versa.
- c. A reference to a business day is a reference to any calendar day excluding Saturday, Sunday, and a public holiday in the Republic of South Africa.
- d. When any number of days is prescribed such number shall mean calendar days, unless business days are expressly referred to, and shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding business day.
- e. A reference to an enactment is a reference to that enactment as at the date of signature of this Agreement (being the date of the last signature to this Agreement) and as amended or re-enacted from time to time.
- f. The rule of interpretation that a written agreement shall be interpreted against the Party responsible for the drafting or preparation of that agreement shall not apply.
- g. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that It is only In the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- h. The Eiusdem generis rule ("the same kind") shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.

15.GENERAL AND MISCELLANEOUS

a. SOLE RECORD OF AGREEMENT

This Agreement constitutes the sole record of the agreement between the Parties regarding the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

b. NO AMENDMENTS EXCEPT IN WRITING

No addition to, variation or agreed cancellation of, or waiver of any right under this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

c. WAIVERS

No relaxation or indulgence which any Party may grant to any other shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in future.

d. SURVIVAL OF OBLIGATIONS

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

e. APPROVALS AND CONSENTS

An approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.

f. RETROSPECTIVE EFFECT

This Agreement shall be of full force and legal effect for all intents and purposes retrospectively from the Effective Date despite the date of signature hereof by the Party signing last.

For and on behalf of Overberg District Municipality. The signatory warrants that he/she is duly authorized hereto.

FULL NAME: _____

CAPACITY: _____

AS WITNESSES:

1. _____

2. _____

Signed at _____ on this day _____ of 2023

For and on behalf of Overstrand Municipality. The signatory warrants that he/she is duly authorized hereto.

FULL NAME: _____

CAPACITY: _____

AS WITNESSES:

1. _____

2. _____

Signed at _____ on this day _____ of 2023

For and on behalf of Theewaterskloof Municipality. The signatory warrants that he/she is duly authorized hereto.

FULL NAME: _____

CAPACITY: _____

AS WITNESSES:

1. _____

2. _____

Signed at _____ on this day _____ of 2023

For and on behalf of Cape Agulhas Municipality. The signatory warrants that he/she is duly authorized hereto.

FULL NAME: _____

CAPACITY: _____

AS WITNESSES:

1. _____

2. _____

Signed at _____ on this day _____ of 2023

For and on behalf of Swellendam Municipality. The signatory warrants that he/she is duly authorized hereto.

FULL NAME: _____

CAPACITY: _____

AS WITNESSES:

1. _____

2. _____

Signed at _____ on this day _____ of 2023

OVERBERG DISTRICT SAFETY FORUM

SHARED STANDARD OPERATING PROCEDURES (SOPs)

OVERBERG DISTRICT, LOCAL MUNICIPALITIES _ CROSS BORDER SERVICES

SOP NUMBER: 01 of 2023	TITLE: CROSS BOUNDARY SERVICES (ASSISTANCE)
DRAFT NUMBER: 1	1ST REVIEW OF 2023
EFFECTIVE: __/__/2023	AUTHORS: NTOMBI MTHOLO OMAR VALLEY

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1. Contextual background

1.1 Objectives and intention of the SOP

The idea of a functional, the results driven SOP and a Service Level Agreement, pertaining to joint operations in the Law enforcement / policing fraternity in the Overberg region, particularly regarding a shared service for cross border operations, has been mooted at several Overberg District Safety Forum meetings, a Law Enforcement operational workshop and a number of District Joint meetings.

Furthermore, a highly successful strategic cross boundary workshop between SAPS, POCS, the Overberg District and local municipalities have been held at the Overstrand Municipality on 25 July 2023.

Several local and international case studies indicate the importance and significance of such cross-border operations, in the fight against crime, particularly on a regional and local level.

It has also been noted that this phenomenon is not unique to the local municipalities in the Overberg, as highly successful joint law enforcement operations have been conducted in this regard in the past.

Considering the current crime statistics, the huge safety risks of public violence unrest and instability, the importance of this project and the need for effective strategic co-operation, can no longer be underestimated or delayed.

2. Purpose

2.1 The purpose of this Standard Operating procedure is to:

- 2.1.1 Provide clarity and guidance on the complexities of the concept and understanding of a highly successful and practical cross boundary assistance model, operations, planning and all the related dynamics to this important and much needed operational strategy.

- 2.1.2 To acknowledge the opportunities provided to all stakeholders regarding the above-mentioned engagement on the issue of the K9 and LEAP Unit Cross Boundary model of cooperation amongst the stakeholders.
- 2.1.3 To provide a sustainable and collective solution to address the ongoing and increasing crime challenges in the district. To also acknowledge the Department of Police Oversight and Community Safety's (POCS) intensions, pertaining to the funding and support of the K9 and LEAP Unit, whereby the importance of the district's safety challenges, need to be prioritised and addressed, in accordance with all the municipal safety plans.

3. Scope of application

3.1 Municipalities within the district

The scope is applicable to all entities responsible for safety and security in the Overberg District, particularly the following members of the ODSF:

Overberg District Municipality, Overstrand Municipality, Theewaterskloof Municipality, Cape Agulhas Municipality and Swellendam Municipality.

3.2 South African Police Service (SAPS)

3.2.1 All police stations and structures of the SAPS in the District to conform to:

- Regular and effective reviews and scoping exercises (for further improvement) will be conducted on an annual basis.
- Where possible, the above-mentioned review processes would include a thorough comprehensive engagement / consultative workshop process, involving all stakeholders and interest groups, for example the possibilities of the Department of Correctional Services, SALGA, Business Against Crime, Social Services, etc.

4. Role and Mandate Clarity

4.1 Standard Operating Procedure(s) and Service Level Agreement(s)

- 4.1.1 The roles and responsibilities relating to both the SOP and Service Level Agreement (SLA) of the intended cross border assistance operations, need to be based on the TPA already entered with the Overstrand Municipality and POCS.
- 4.1.2 All the municipalities in the district have not only signed a previous document, relating to this matter (apart from the Cape Agulhas and Swellendam) but also fully support such a venture.
- 4.1.3 The Safety Co-ordinator of the ODM and District Safety Forum, to take the futuristic issues up with the CAM and relevant office.
- 4.1.4 All stakeholders in the Overberg district are keen to enter into a workable model of cross boundary operations, to ensure a more stable, peaceful and safer Overberg region.
- 4.1.5 Despite the expression of interest and support by all the relevant stakeholders, the current SLA is ineffective and does not cater for any district cross-border deployment, particularly the utilization of the K9 Unit, LEAP Unit and the use of the related services in this regard.
- 4.1.6 The annual review will be important as it will not only impact on the role and responsibilities of each stakeholder, but will be also necessary, as the K9 Unit, LEAP Unit and support services do not carry a guarantee or permanent commitment of funding.
 - The current situation is that the funding provided by POCS does not cover the entire financial year, therefore Overstrand Municipality pays the remaining expenditure (deficit) out of the municipal budget till 30th June in each year.
 - Furthermore, the current scenario also includes an additional R4.2 million for the Tactical Unit (LEAP), which provides for a total grant of R7.5 million.
 - It is clear and possible that the K9 Unit, together with the Tactical Unit (LEAP) could be both sustainable and affordable if:

- a) An acceptable municipal rate applicable to all stakeholders be determined.
- b) Each municipality is willing and budget for such an acceptable rate, to actualise the shared services and cross boundary assistance.

4.1.7 The deployment plan for cross boundary assistance will not be the normal daily operations of a municipality that will utilize the above-mentioned model, but rather the solicitation will be on exceptional cases such as ***emergencies, huge and significant events, major public violence, unrests,*** and cases of ***instability threats*** etc.

4.1.8 The deployment will be subject to adequate funding and the operational flight plan, stipulated in the operational procedure, etc.

5. Operational procedures

5.1 Chain of Command

The following chain of command instructions to be followed strictly by all involved:

- i. A senior official in each municipality be fully mandated to make a call for assistance.
- ii. A senior official in each municipality be fully mandated to grant approval for assistance to a borrowing municipality.
- iii. Only the authorised, mandated official from the borrowing municipality is to make a call for assistance to a lending municipality.
- iv. Considering the above, each municipality is to provide names of at least 2 contact persons to be called anytime in respect of the above undertakings for both the borrowing and lending purposes.
- v. The names of the authorised and mandated officials per municipality be provided to the District JOC for record and communication purposes. And if there are any changes on names of authorised officials; after the approval of this SOP, such changes must be officially reported for noting on this SOP.

- vi. Any resources used in rendering assistance to a borrowing party, shall be placed under the command and control of the borrowing party.
- vii. Prior to the provision of any resources to the borrowing party, the lending party shall provide its staff with specific instructions to adhere to the command and control of the borrowing party.
- viii. The borrowing party shall not intentionally or negligently expose, or cause to be exposed, any resource of the lending party to unnecessary risks and will utilize such resource in utmost good faith (*uberrima fides*).
- ix. At the conclusion of every event for which assistance was provided, the borrowing party will, in writing, provide the lending party with full particulars concerning the event and conclusion thereof, including relevant, costs, damages and any other information which the lending party may require.
- x. Briefing and de-briefing sessions are to be held and recorded in full for each event and reported in line with SAPS as expressed in the SOP, to the involved municipal council{s}.

5.2 Adjustment on all calls for assistance and response time

5.2.1 In cases of **major** events, such as protests, public violence where the local municipality requires cross border assistance:

- i. A local municipality affected is to first make a call to the police station commander (SAPS).
- ii. The station commander will follow due process on early warnings that are intelligence driven, and activation of JOC.
- iii. The station commander must in line with sub-paragraph 5.2.1(ii), through JOC make proactive arrangements with **NPA, Correctional Services** for service provision planning and readiness (*possible arrests, camping site to detain the offenders, a reference is*

made to the recent Swellendam Case study); Social Services also avail its resources in cases of juveniles in need of services.

5.2.2 In cases of *minor* incidents, affecting local municipality, the following is recommended:

- i. Each municipality must deal with the minor incidents within its own means and resources.
- ii. It is incumbent of each local municipality in consultation with SAPS to determine the merits of each incident.

5.3 Limited Response Time

It is expected of the lending municipality to respond effectively within the practical and reasonable time, in accordance with the urgency of the event and consideration of demographic distance/km from and to the affected municipal area of jurisdiction.

6. Financial implications and Operational costs

6.1 All stakeholders agree that there should be a financial contribution towards the K9 deployment and Tactical Unit and will proceed with the internal consultation processes in this respect.

- 6.1.2 The suggested rate of **R250.00** per officer, per operation was agreed to in the workshop held on 25 July 2023.
- 6.1.2 Furthermore, it was also agreed that a minimum of six officers (inclusive of one commander) will be deployed, per operation.
- 6.1.3 All specific costs associated with the rendering by the lending party of assistance to the borrowing party will be carried by the landing party. These costs include but not limited to any and all expenses relating to employee compensation, transportation costs, insurance, social security, pensions unemployment and other benefits, as well as for the training, appointment, discharge and disciplinary action in relation to officials.

- 7.3 Should any employees of the lending party be required to stay overnight in rendering assistance, the borrowing party shall provide such staff with accommodation facilities and meals at its own cost, as will reasonably be required.
- 7.4 Should extra costs be incurred by the borrowing party in respect of tools and equipment required for rendering of assistance, these costs must be negotiated between the borrower and the lending party before said costs are incurred.

Recommendation, that the district must be the primary funder to local municipalities in respect to cross border services required.

7. Reporting

7.1 Reporting and Debriefs

- 7.1.1 Reporting / debriefing to be conducted by the mandated official as stipulated in par 5.
- 7.1.2 The Municipal Officer (mandated person) contact details must be provided weekly to the District JOC. This person/Officer must be on standby for the week and be available.
- 7.1.3 Although a JOC must be established during an incident, SAPS/Law Enforcement and other Agencies must be present. The normal protocols should be followed.

8. Training and capacitation of officials across the district

8.1 Training and Budget for District Trainings

- 8.1.1 The district must make budget provision for local municipalities to train officials on mediation (front line /first responders).
- 8.1.2 Each local municipality must ensure that its staff, it has officials who have trained to be first responders.
- 8.1.3 Refresher trainings in line with cross border operations be provided on annual basis within specific set timeframes.

- 8.1.4 The District POPS, still have a National competency and National NORMS and STANDARDS should be adhered to always. This will include, inter alia, when it involves training and deployments, etc.

9. Political Response

9.1 Political support / Buy ins.

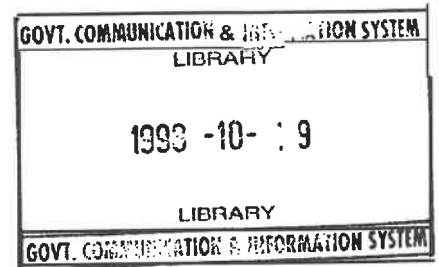
- 9.1.1 It is recommended by the joint forum that the aspirations and undertakings contained in this document be politically supported.

10. Conclusion

The Overberg district and local municipalities, in conjunction with the JOINT Operations Committee and the Overberg District Safety Forum is committed to continue working towards this project, to ensure the decrease on public violence and instability throughout the district.

This SOP is a living document, therefore further reviews and refresher workshops will be conducted, at least once or twice per year or *if/when* deemed necessary.

1 ST REVIEW	02 /10/ 2023
2 ND REVIEW	/ /2023



REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

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KAAPSTAD, 3 JULIE 1998

OFFICE OF THE PRESIDENT

No. 891

3 July 1998

It is hereby notified that the President has assented to the following Act which is hereby published for general information:—

No. 27 of 1998: Local Government: Municipal Demarcation Act, 1998.

KANTOOR VAN DIE PRESIDENT

No. 891

3 Julie 1998

Hierby word bekend gemaak dat die President sy goedkeuring gegee het aan die onderstaande Wet wat hierby ter algemene inligting gepubliseer word:

No. 27 van 1998: Wet op Plaaslike Regering: Munisipale Afbakening, 1998.

ACT

To provide for criteria and procedures for the determination of municipal boundaries by an independent authority; and to provide for matters connected thereto.

*(English text signed by the President.)
(Assented to 24 June 1998.)*

BE IT ENACTED by the Parliament of the Republic of South Africa, as follows:—

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SCHEDULE

Definitions

- I. (1) In this Act, unless the context otherwise indicates— 35
 - (i) "Board" means the Municipal Demarcation Board established by section 2; (xiii)
 - (ii) "committee" means a committee of the Board established in terms of section 18 and includes an investigating committee contemplated in section 30; (vii)
 - (iii) "Constitution" means the Constitution of the Republic of South Africa; (v) 40
 - (iv) "Department" means the Department of Constitutional Development; (iii)
 - (v) "determination" includes any redetermination, and "determine" has a corresponding meaning; (i)
 - (vi) "Electoral Commission" means the Electoral Commission established by section 3 of the Electoral Commission Act, 1996 (Act No. 51 of 1996); (xvi) 45
 - (vii) "employee", except in sections 35(1) and 36, includes a person seconded to the Board; (xvii)

- (viii) "financial year" means the financial year of the Board, **which is the same as that of the Department;** (iv)
- (ix) "Manager" means the Manager **of** the Board appointed in terms **of** section 33; (ii)
- (x) "MEC for local government" means the member of the Executive Council of a **province** responsible for local government **in the province;** (viii) 5
- (xi) "metropolitan area" means an area **recognised as a metropolitan area** in terms of the Local Government: Municipal Structure Act, 1998; (ix)
- (xii) "Minister" means the Minister for Provincial Affairs and Constitutional Development; (x) 10
- (xiii) "municipality" means a municipality mentioned in **section 155(6) of the Constitution and includes a municipality which existed** when this Act took effect; (xi)
- (xiv) "organ of state" means an organ of state as defined in section 239 of the Constitution; (xv) 15
- (xv) "President" means the President acting as the head **of** the national executive in terms of section 85(2) of the Constitution; (i, ii)
- (xvi) "SALGA" means **the** South African Local Government Association recognised in terms of **the** Organised Local Government Act, 1997 (Act No. 52 of 1997), as the national organisation representing **municipalities;** (xiv) and 20
- (xvii) "this Act" includes **the regulations** made under section 42. (vi)
- (2) When in this Act the Minister is **required** to act in consultation **with** the MECs for local government, **the Minister** must act with the concurrence **of** the majority of those MECs after all **the** MECs have been consulted.

CHAPTER 1

MUNICIPAL DEMARCATION BOARD

Part 1: Establishment, function and general powers Of Board

Establishment

2. There is a Board called the Municipal Demarcation Board.

status

3. The Board—

- (a) is a **juristic** person;
- (b) is independent; and
- (c) must be impartial and perform its function **without** fear, favour or **prejudice.**

Function

4. The function **of** the Board is to **determine** municipal boundaries in accordance with this Act and other **appropriate** legislation enacted in terms of **Chapter 7 of** the Constitution.

General powers

5. (1) The Board **may** do all that is necessary **or** expedient to perform its function effectively, **which includes** the power to—

- (a) **determine** its own staff establishment **subject to** section 20(2), and **appoint** employees in posts on the staff establishment having due regard to available funds;
- (b) obtain, by agreement, the services of **any** person, including **any** organ **of** state, for the performance of any specific act **or** function;

- (c) acquire or dispose of any right in or to property, but ownership in immovable property may be acquired or disposed of only with the consent of the Minister;
 - (d) open and operate its own bank accounts;
 - (e) insure itself against any loss, damage or risk;
 - (f) perform legal acts, including acts in association with or on behalf of any other person or organ of state; 5
 - (g) institute or defend any legal action;
 - (h) collect and disseminate relevant information; and
 - (i) do anything that is incidental to the exercise of any of its powers. 10
- (2) The Board may not borrow money.
- (3) The Board may require a municipality that may reasonably be affected by a boundary determination in terms of section 21, to provide the Board or any of its committees with facilities, available to that municipality, for the holding of meetings.

Part 2: Membership of Board

Composition

Is

6. (1) The Board consists of no fewer than seven and no more than 15 members appointed by the President in accordance with section 8.
- (2) The Minister—
- (a) must determine the number of the members of the Board; and
 - (b) may alter from time to time the number determined in terms of paragraph (a), but a reduction in the number may be effected only by not filling a vacancy when a vacancy arises. 20
- (3) The composition of the Board must—
- (a) be broadly representative of the South African society;
 - (b) reflect regional diversity; and
 - (c) collectively represent a pool of knowledge concerning issues relevant to municipal demarcation in each of the provinces. 25

Qualifications

7. (1) A member of the Board must be a South African citizen and have a qualification or experience in or knowledge appropriate to— 30
- (a) local government generally; or
 - (b) any of the following:
 - (i) development economics;
 - (ii) integrated development planning;
 - (iii) community development; 35
 - (iv) traditional leadership and traditional communities;
 - (v) local government and municipal administration;
 - (vi) municipal finance;
 - (vii) municipal services;
 - (viii) social or economic geography; 40
 - (ix) town and regional planning;
 - (x) legal and constitutional matters affecting local government;
 - (xi) land survey, cartography and geographic information systems;
 - (xii) public health care; or
 - (xiii) transport planning. 45
- (2) The following persons are disqualified from becoming or remaining a member of the Board:
- (a) an unrehabilitated insolvent;
 - (b) a person who is placed under curatorship;
 - (c) a person who is declared to be of unsound mind by a court of the Republic; or 50
 - (d) a person who after 4 February 1997 has been convicted of an offence and sentenced to imprisonment without the option of a fine for a period of not less than 12 months.
- (3) A disqualification in terms of subsection (2) *d*) ends five years after the imprisonment has been completed. 55

Appointment procedure

8. (1) Whenever it is necessary to appoint a person as a member of the Board, the Minister must—

- (a) through advertisements in the media circulating nationally and in each of the provinces, invite persons who comply with section 7 to apply within a specified period for appointment as a member; and
- (b) establish a selection panel consisting of—
 - (i) the President of the Constitutional Court or another member of that Court designated by the President of that Court, who must also be the convenor of the panel;
 - (ii) a judge designated by the Chief Justice;
 - (iii) one member of the Commission for Gender Equality, established by the Constitution, designated by that Commission;
 - (iv) two persons with specific knowledge of boundary demarcation of whom one must be designated by the Minister in consultation with the MECs for local government and the other person by SALGA; and
 - (v) the Chairperson of the Select Committee of the National Council of Provinces responsible for local government matters.

(2) For the purposes of any subsequent establishment of a selection panel, a person designated in terms of subsection (1)(b) remains designated until replaced.

(3) The selection panel may determine its own procedure including its decision-making procedure, but must act in a transparent and open way.

(4) The selection panel must consider all applications and from amongst the applicants compile a list of nominees taking into account sections 6(3) and 7.

(5) The list must consist of—

- (a) three more names than the number of appointments that must be made, if six or more appointments must be made; or
- (b) two more names than the number of appointments that must be made, if fewer than six appointments must be made.

(6) If the selection panel is unable to compile a list consisting of the required number of nominees, the procedure set out in subsections (1)(a), (4) and (5) must be repeated, except that applicants who applied in the first round—

- (a) need not reapply; and
- (b) must be considered when the list is compiled in the second round.

(7) The President must make the required number of appointments from the list.

Terms of office

9. (1) A member of the Board is appointed for five years.

(2) There is no limit to the number of terms a member of the Board may serve.

(3) Any reappointment of a member of the Board is subject to section 8.

Chairperson and deputy chairperson

10. (1) The President appoints one of the members of the Board as the chairperson and another member as the deputy chairperson of the Board.

(2) The chairperson and the deputy chairperson hold office as chairperson and deputy chairperson for the duration of their terms of office as members of the Board.

(3) The deputy chairperson acts as chairperson if—

- (a) the chairperson is absent or unable to perform the functions of chairperson; or
- (b) the office of chairperson is vacant.

Conditions of appointment of members

11. (1) The Minister, with the concurrence of the Minister of Finance, must determine the conditions of appointment of the members of the Board, taking into account—

- (a) the conditions of appointment of members of other institutions referred to in section 219(5) of the Constitution;
- (b) the role, duties and responsibilities of a member of the Board;

- (c) affordability in relation to the responsibilities of the Board; and
- (d) the level of expertise and experience required for a member of the Board.
- (2) A member of the Board is either a full-time or part-time member, as may be determined by the Minister.
- (3) Conditions of appointment may differ in respect of— 5
 - (a) the chairperson, deputy chairperson and other members of the Board;
 - (b) full-time and part-time members; and
 - (c) any other appropriate circumstances.

Conduct of members

- 12. (1) A member of the Board— 10
 - (a) must perform the functions of office in good faith and without fear, favour or prejudice;
 - (b) must disclose any personal or any private business interest that that member or any spouse, partner or business associate of that member may have in any matter before the Board and must withdraw from the proceedings of the Board 15 when that matter is considered by the Board, unless the Board decides that the member's interest in the matter is trivial or not relevant;
 - (c) may not use the position or privileges of a member for private gain or to improperly benefit another person;
 - (d) who is a full-time member may not undertake any other paid work, except 20 with the consent of the Board and the Minister; and
 - (e) may not act in any other way that compromises the credibility, impartiality, independence or integrity of the Board.
- (2) A member of the Board who contravenes or fails to comply with subsection(1) is guilty of misconduct. 25

Termination of membership

- 13. (1) A person ceases to be a member of the Board when that person—
 - (a) is no longer eligible under section 7 to be a member;
 - (b) resigns; or
 - (c) is removed from office in terms of subsection (4). 30
- (2) A member of the Board may resign by giving at least three months' written notice to the Minister, but the Minister may accept a shorter period in a specific case.
- (3) A member of the Board is regarded as having resigned if that member—
 - (a) accepts nomination for the National Assembly, the National Council of Provinces, a provincial legislature or a municipal council; 35
 - (b) is an office bearer of a political party; or
 - (c) is a member of the National Assembly, a permanent delegate to the National Council of Provinces, a member of a provincial legislature or a member of a municipal council and fails to resign from such office within 30 days of having been appointed as a member of the Board. 40
- (4) (a) The President may remove a member of the Board from office, but only on the ground of misconduct, incapacity or incompetence.
- (b) A decision to remove such a member of the Board on the ground of misconduct or incompetence must be based on a finding to that effect by an investigating tribunal appointed by the President. 45
- (c) The President may suspend a member of the Board who is under investigation under paragraph (b).

Vacancies

- 14. (1) As soon as practical after a vacancy has occurred in the Board another person must be appointed as a member of the Board in accordance with section 8. 50
- (2) Subsection (1) does not apply if the Minister wants to reduce the number of the members of the Board in terms of section 6(2)(b).

*Part 3: Operating procedures of the Board***Meetings**

15. (1) The chairperson of the Board decides when and where the Board meets, but must convene a meeting if a majority of the members of the Board request the chairperson in writing to convene a Board meeting at a time and place set out in the request. 5

(2) The chairperson or the deputy chairperson presides at meetings of the Board, but if both are absent from a meeting, the members of the Board present must elect another member to preside at the meeting.

Procedures

10

16. The Board may determine its internal procedures

Decisions

17. A question before the Board is decided by a supporting vote of at least the majority of the members of the Board.

Committees

15

18. (1) The Board may—

(a) establish one or more committees to assist the Board in the performance of its function or the exercise of any of its powers; and

(b) dissolve a committee at any time.

(2) The Board—

20

(a) must determine the function of a committee;

(b) must appoint the chairperson and other members of a committee;

(c) may authorise a committee to co-opt advisory members within limits determined by the Board;

(d) may remove a member of a committee from office at any time; and

25

(e) may determine a committee's procedure.

(3) When appointing members to a committee, the Board is not restricted to Board members.

(4) Sections 7, 12 and 13(3) also apply to members of a committee and when those sections are applied to members of a committee a reference in those sections to the Board and a member of the Board must be read as a reference to a committee and a member of a committee, respectively.

(5) The Board determines the remuneration, allowances and other conditions of office of members of a committee who are not—

35

(a) Board members;

(b) employees; or

(c) in the service of the national government, a provincial government or a municipality.

Assignment of powers and duties

19. (1) When necessary for the proper performance of its function, the Board may— 40

(a) delegate any of its powers, excluding the power to make the final decision on the determination of a municipal boundary, to—

(i) a Board member;

(ii) a committee of the Board; or

(iii) an employee; or

45

(b) instruct any such member, committee or employee to perform any of the Board's duties.

(2) A delegation or instruction in terms of subsection (1)—

(a) is subject to any conditions and directions the Board may impose; and

(b) does not divest the Board of the responsibility concerning the exercise of the power or the performance of the duty.

(3) The Board may confirm, vary or revoke any decision taken by a member of the Board, committee, or employee, in consequence of a delegation or instruction.

Administrative assistance to Board

20. (1) The Board may conclude an agreement with the Department, a provincial department or a municipality for the provision of administrative and secretarial assistance to the Board or any of its committees. 5

(2) Before the Board determines or extends its staff establishment in terms of section 5(1)(a), it must first establish the extent to which administrative and secretarial assistance could be provided under an agreement envisaged in subsection (1) of this section. 10

CHAPTER 2

DEMARCATION

Part 1: Boundary determinations

Determination of municipal boundaries

21. (1) The Board— 15

- (a) must determine municipal boundaries in the territory of the Republic; and
- (b) may redetermine any municipal boundaries determined by it in terms of paragraph (a).

(2) Any determination or redetermination of a municipal boundary must be consistent with this Act and other appropriate legislation enacted in terms of Chapter 7 of the Constitution. 20

(3) The Board must publish its determination or redetermination of a municipal boundary in the relevant *Provincial Gazette*.

(4) Any person aggrieved by a determination of a municipal boundary may within 30 days of publication of that determination submit objections in writing to the Board. 25

(5) The Board must—

- (a) consider any objections; and
- (b) either confirm, vary or withdraw its determination.

Work programme

22. The Board performs the function mentioned in section 21 (1)— 30

- (a) (i) on its own initiative;
- (ii) on request by the Minister or a MEC for local government; or
- (iii) on request by a municipality with the concurrence of any other municipality affected by the proposed determination or redetermination; and
- (b) in accordance with priorities and reasonable time-frames for demarcation determined by the Minister in consultation with the MEC'S for local government after the Board has been consulted. 35

When boundary determinations take effect

23. (1) Once the Board has determined a municipal boundary it must without delay send particulars of the determination to the Electoral Commission. 40

(2) If the Electoral Commission is of the view that the boundary determination—

- (a) will affect the representation of voters in the council of any of the municipalities affected by the boundary determination, the determination takes effect from the date of the next election in the area concerned; or 45
- (b) will not materially affect the representation of voters in such council, the determination takes effect from a date determined by notice in the relevant *Provincial Gazette* by the MEC for local government in the province concerned. 50

(3) The Electoral Commission, within 60 days after having received the particulars referred to in subsection (1), must make known its view as envisaged in subsection (2) by notice in the relevant *Provincial Gazette*.

*Part 2: Demarcation criteria:***Demarcation objectives**

24. When the Board determines a municipal boundary its objective must be to establish an area that would—

- (a) enable the municipality for that area to fulfil its constitutional obligations, 5 including—
 - (i) the provision of democratic and accountable government for the local communities;
 - (ii) the provision of services to the communities in an equitable and sustainable manner; 10
 - (iii) the promotion of social and economic development; and
 - (iv) the promotion of a safe and healthy environment;
- (b) enable effective local governance;
- (c) enable integrated development; and
- (d) have a tax base as inclusive as possible of users of municipal services in the 15 municipality.

Factors to be taken into account

25. In order to attain the objectives set out in section 24, the Board must, when determining a municipal boundary, take into account—

- (a) the interdependence of people, communities and economies as indicated by— 20
 - (i) existing and expected patterns of human settlement and migration;
 - (ii) employment;
 - (iii) commuting and dominant transport movements;
 - (iv) spending;
 - (v) the use of amenities, recreational facilities and infrastructure; and 25
 - (vi) commercial and industrial linkages;
- (b) the need for cohesive, integrated and unfragmented areas, including metropolitan areas;
- (c) the financial viability and administrative capacity of the municipality to perform municipal functions efficiently and effectively; 30
- (d) the need to share and redistribute financial and administrative resources;
- (e) provincial and municipal boundaries;
- (f) areas of traditional rural communities;
- (g) existing and proposed functional boundaries, including magisterial districts, voting districts, health, transport, police and census enumerator boundaries; 35
- (h) existing and expected land use, social, economic and transport planning;
- (i) the need for co-ordinated municipal, provincial and national programmes and services, including the needs for the administration of justice and healthcare;
- (j) topographical, environmental and physical characteristics of the area;
- (k) the administrative consequences of its boundary determination on— 40
 - (i) municipal creditworthiness;
 - (ii) existing municipalities, their council members and staff; and
 - (iii) any other relevant matter; and
- (l) the need to rationalise the total number of municipalities within different categories and of different types to achieve the objectives of effective and 45 sustainable service delivery, financial viability and macro-economic stability.

*Part 3: Demarcation procedure***Public notification of determination of municipal boundaries**

26. (1) Before the Board considers any determination of a municipal boundary in

terms of section 21, it must publish a notice in a newspaper circulating in the area concerned—

- (a) stating the Board's intention to consider the matter; and
- (b) inviting written representations and views from the public within a specified period (which may not be shorter than 21 days). 5

(2) When the Board publishes a notice it must convey by radio or other appropriate means of communication the contents of the notice in the area concerned.

(3) The Board must send by registered post, electronic means or by hand a copy of the notice to—

- (a) the MEC for local government in the province concerned; 10
- (b) each municipality that will be affected by the Board's consideration of the matter;
- (c) the magistrate concerned if any magisterial district is affected; and
- (d) the provincial House of Traditional Leaders concerned established by provincial legislation in terms of section 212(2)(a) of the Constitution if the 15 boundary of a traditional authority is affected,

and invite them to submit written representations or their views on the matter to the Board within the period determined in terms of subsection (1).

Consideration by Board

27. When the period for written representations and views has expired, the Board— 20

- (a) must consider all representations and views submitted to it; and
- (b) may take a decision on the determination or, before it takes such a decision—
 - (i) hold a public meeting;
 - (ii) conduct a formal investigation; or
 - (iii) do both. 25

Public meetings

28. (1) If the Board decides to hold a public meeting it must publish a notice in the newspaper circulating in the area concerned—

- (a) stating the time, date and place of the meeting or of each meeting; and
- (b) inviting the public to attend the meeting or meetings. 30

(2) When the Board publishes a notice, it must convey, where appropriate, by radio or other appropriate means of communication the contents of the notice in the area concerned.

(3) At a public meeting a representative of the Board must—

- (a) explain the issues the Board has to consider, including any options open to the Board; 35
- (b) allow members of the public attending the meeting to air their views on these issues; and
- (c) answer relevant questions.

Formal investigations 40

29. (1) If the Board decides to conduct an investigation it may conduct the investigation itself or in terms of section 18 designate one or more Board members or other persons as an investigating committee to conduct the investigation on its behalf.

(2) If an investigation committee has been appointed, the committee must report and make recommendations to the Board. 45

Powers of investigating committees

30. For the purposes of its investigation the Board or an investigating committee may—

- (a) by written notice summon a person who in its opinion has information which is material to the investigation to appear before the Board or the committee— 50
 - (i) to give evidence; or

- (ii) to produce a document available to that person and specified in the summons;
- (b) call a person present at a Board or committee meeting, whether summoned or not—
 - (i) to give evidence before the Board or committee; or
 - (ii) to produce a document in that person's custody;
- (c) administer an oath or solemn affirmation to that person;
- (d) question that person, or have such a person questioned by a person designated by the Board or committee; and
- (e) retain for a reasonable period a document produced in terms of paragraph 10 (a)(ii) or (b)(ii).

Part 4: Regulation of consequences of boundary determinations

Demarcation affecting existing municipalities

31. The legal, practical and other consequences resulting from the area of a municipality being wholly or partially incorporated in or combined with the area of another municipality, must be dealt with in terms of the Local Government: Municipal Structures Act, 1998.

CHAPTER 3 “

ADMINISTRATIVE AND OTHER MATTERS

Part 1: Administration

Appointment of Manager

- 32. (1) The Board must appoint a person as the Manager of the Board.
- (2) The person appointed as the Manager holds office –
 - (a) for an agreed term not exceeding five years, but which is renewable; and
 - (b) subject to the terms and conditions applicable to employees.

Responsibilities of Manager

- 33. (1) The Manager is the chief executive officer and also the accounting officer of the Board.
- (2) As chief executive officer of the Board, the Manager is responsible for—
 - (a) the formation and development of an efficient administration;
 - (b) the organisation, control and management of all staff, including persons seconded to the Board from any other organ of state;
 - (c) the maintenance of discipline; and
 - (d) the currying out of the decisions of the Board.
- (3) As accounting officer of the Board the Manager is responsible for—
 - (a) all income and expenditure of the Board;
 - (b) all assets and the discharge of all liabilities of the Board; and
 - (c) the proper and diligent implementation of Part 2 of this Chapter.

Conditions of employment of employees

- 34. (1) An employee of the Board is employed subject to the terms and conditions of employment determined by the Board.
- (2) The terms and conditions must comply with the basic values and principles set out in section 195 of the Constitution.
- (3) Persons in the public service or other state institutions seconded to the Board, perform their functions under the control and directions of the Manager.

Pension rights

35. (1) A person appointed as an employee of the Board may become a member of the Government Employees' Pension Fund mentioned in section 2 of the Government Employees' Pension Law, 1996 (Proclamation No. 21 of 1996).

(2) An employee of the Board who becomes a member of that pension fund, is entitled to pension and retirement benefits as if that person is an official in the public service. 5

Part 2: Finances of Board

Funding

36. (1) The Board is entitled to money appropriated annually by Parliament to enable it to perform its functions effectively. The Board may receive money from any other source through the National Revenue Fund. 10

(2) For the purposes of subsection (1) the Board—

(a) must submit to the Minister and the Minister of Finance, during each financial year, but before a date set by the Minister, estimates of the Board's income and expenditure for the next financial year; and 15

(b) may submit to the Minister and the Minister of Finance, at any time during a financial year, estimates of the Board's income and expenditure supplementary to those mentioned in paragraph (a).

(3) When submitting the estimates the Board must disclose full particulars of any income that has accrued, or is expected to accrue, to the Board from a source other than an appropriation by Parliament. 20

(4) The Board must refund to the National Revenue Fund any money paid to the Board in terms of an appropriation under subsection (1) that has not been used at the end of a financial year, unless otherwise agreed with the Minister acting with the concurrence of Minister of Finance. 25

Accountability

37. As accounting officer of the Board, the Manager must—

(a) keep full and proper records of— 30

(i) all income and expenditure of the Board; and

(ii) all assets, liabilities and financial transactions of the Board;

(b) ensure that the Board's available resources are properly safeguarded and used in the most efficient and effective way;

(c) ensure that all statutory measures applicable to the Board are complied with; and

(d) prepare annual financial statements in accordance with generally accepted accounting practice within three months after the end of each financial year. 35

Audit

38. The financial statements and records of the Board must be audited annually by the Auditor-General. 40

Accountability and reporting

39. (1) (a) The Board is accountable to Parliament and must annually submit to both Houses of Parliament a written report on the activities of the Board during a financial year.

(b) A copy of the report must also be submitted to each provincial legislature.

(2) The report must be submitted within six months after the end of the financial year to which it relates, and must include audited financial statements if those statements are available at that time, reflecting the Board's financial affairs during the year, consisting of at least— 45

(a) a balance sheet;

(b) an income statement; and 50

(c) a report of the auditors.

*Part 3: Miscellaneous matters***Civil liability of Board**

40. (1) The State Liability Act, 1957 (Act No. 20 of 1957), applies, with the necessary changes, in respect of the Board, and in such application a reference in that Act to the Minister of the department concerned must be construed as a reference to the chairperson of the Board. 5

(2) No member of the Board, is liable for anything done or omitted in good faith when performing a duty or exercising a power in terms of this Act.

Regulations

41. The Minister may make regulations not inconsistent with this Act or any Act of Parliament— 10

- (a) by prescribing, on the advice of the Board, further procedures relating to the way in which the Board operates when performing its function;
- (b) by prescribing objectives and general targets for the rationalisation of municipalities as contemplated in section 25(1); or 15
- (c) concerning any matter referred to in this Act which in the opinion of the Minister is necessary or expedient for the effective carrying out or furtherance of the provisions and objects of this Act.

Offences and penalties

42. (1) A person commits an offence if that person— 20

- (a) wilfully disrupts the proceedings of the Board or a Board committee;
- (b) wilfully hinders, obstructs or threatens members of the Board or of a committee, or other persons in the exercise of their powers or the performance of their duties in terms of this Act;
- (c) does anything calculated to improperly influence the Board or a committee in its consideration of a matter: 25
- (d) after having been summoned in terms of section 31(a) fails—
 - (i) to be present at a meeting of the Board or an investigating committee at the time and place specified in the summons;
 - (ii) to remain present until excused by the Board or committee: or 30
 - (iii) to produce a document specified in the summons;
- (e) after having been called in terms of section 31(b) refuses—
 - (i) to appear before the Board or the committee:
 - (ii) to answer any question: or
 - (iii) to produce a document in that person's custody: or 35
- (f) falsely gives out to be a Board member, a committee member or an employee.

(2) A person convicted of an offence in terms of subsection (1) is liable to a fine or to imprisonment not exceeding one year or to both a fine and imprisonment.

Repeal of legislation

43. The legislation mentioned in the first column of the Schedule is hereby repealed to the extent set out in the other column of the Schedule. 40

Transitional provisions

44. The boundaries of municipalities which existed immediately before this Act took effect, continue to exist until superseded by boundaries determined by the Board in terms of section 21. 45

Act No. 27, 1998

LOCAL GOVERNMENT: MUNICIPAL DEMARCATION ACT, 1998

Short title

45. This Act is called the Local Government: Municipal Demarcation Act, 1998, and takes effect on the date on which the Local Government: Municipal Structures Act, 1998, comes into effect.

(2) Chapter I comes into effect on the date of the publication of this Act.

5

Act No. 27, 1998

LOCAL GOVERNMENT: MUNICIPAL DEMARCATION ACT, 1998

SCHEDULE

No. and year of law	Short title	Extent of repeal
Act No. 9 of 1983	Promotion of Local Government Affairs Act, 1983	The repeal of Chapter I A
Act No. 209 of 1993	Local Government Transition Act, 1993	The repeal of sections I 0E, I 0J and I 0K

144.



Western Cape Government • Wes-Kaapse Regering • URhulumente weNtshona Koloni

PROVINCE OF THE WESTERN CAPE

PROVINSIE WES-KAAP

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PROVINCIAL NOTICE

The following Provincial Notice is published for comment.

DR H.C. MALILA,
DIRECTOR-GENERAL

Provincial Legislature Building,
Wale Street,
Cape Town.

P.N. 4/2023

PROVINSIALE KENNISGEWING

Die volgende Provinsiale Kennisgewing word vir kommentaar gepubliseer.

DR H.C. MALILA,
DIREKTEUR-GENERAAL

Provinsiale Wetgewer-gebou,
Waalstraat,
Kaapstad.

12 January 2024



**MUNICIPAL DEMARCATION BOARD
NOTICE IN TERMS OF SECTION 21 OF THE LOCAL GOVERNMENT:
MUNICIPAL DEMARCATION ACT, 1998
(WESTERN CAPE)**

In terms of Section 21 of the Local Government: Municipal Demarcation Act, 1998 (Act No.27 of 1998) (MDA) the Municipal Demarcation Board has re-determined the boundaries of the municipalities listed in the **Schedule**.

Any person aggrieved by the re-determinations listed in the Schedule may submit objections within 30 calendar days of publication of this notice to:

The Municipal Demarcation Board
Private Bag x123
Centurion
0046
South Africa
Fax: 012-3422480
E-mail: registry@demarcation.org.za

Objections must be based on the criteria provided for in Sections 24 and 25 of the Demarcation Act and must include the Names, and contact details of the person or organisation making representations. The relevant reference number (**DEM No.**) must please be used in any correspondence with the MDB.

A map for each **DEM Number** can be downloaded from the MDB's web-site (www.demarcation.org.za), or on request from the MDB by sending an email to daniel@demarcation.org.za or by calling Naomi at 087 150 4433 or 012 342 2481 or naomi@demarcation.org.za for more on how to acquire maps.

The relevant reference number (DEM number) must please be used in any correspondence with the Board.

Where there is a discrepancy between the description and the map, the map will prevail.


MR TM MANYONI

CHAIRPERSON: MUNICIPAL DEMARCATION BOARD

SCHEDULE

DEM NO	AFFECTED MUNICIPALITIES	DESCRIPTION
DEM8252	Stellenbosch Local Municipality (WC024), Cape Winelands District Municipality (DC02), and City of Cape Town Metropolitan Municipality (CPT)	In terms of Section 21 of the Local Government Municipal Demarcation Act, 1998 (Act No 27 of 1998) the Municipal Demarcation Board has re-determined the municipal boundaries of the Stellenbosch Local Municipality (WC024), Cape Winelands District Municipality (DC02), and City of Cape Town Metropolitan Municipality (CPT) by excluding Farm 115 ST from the municipal area of Stellenbosch Local Municipality and Cape Winelands District Municipality (DC02), and by including it into the municipal area of the City of Cape Town Metropolitan Municipality (CPT).
DEM8262	Swellendam Local Municipality (WC034), Overberg District Municipality (DC03), Hessequa Local Municipality (WC042) and Garden Route District Municipality (DC04)	In terms of Section 21 of the Local Government Municipal Demarcation Act, 1998 (Act No 27 of 1998) the Municipal Demarcation Board has re-determined the municipal boundaries of Swellendam Local Municipality (WC034), Overberg District Municipality (DC03), and Hessequa Local Municipality (WC042), Garden Route District Municipality (DC04), by excluding portion 9 of Farm 457 from the municipal areas of Swellendam Local Municipality (WC034) and Overberg District Municipality (DC03), and by including it into the municipal area of Hessequa Local Municipality (WC042), Garden Route District Municipality (DC04).



